



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding STERLING PROPERTY MANAGEMENT SERVICES LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC, FFT

Introduction and Preliminary Matters

On April 30, 2023, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing. R.Q. and K.W. attended the hearing as agents for the Landlord. K.W. advised of the correct name of the Landlord, and the Style of Cause on the first page of the Decision has been amended accordingly.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

The parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed issues related to the Notice to end tenancy, and the other claim was dismissed. The Tenants are at liberty to apply for any other claims under a new and separate Application.

Service of documents was discussed, and there were no real issues concerning service. As well, the details of the tenancy and service of the Notice were also discussed; however, K.W. advised that it was the Landlord's intention to rescind the Notice. The Tenants did not have any opposition to this Notice being rescinded. As such, the Notice dated April 17, 2023, is cancelled and of no force or effect.

As the Tenants were successful in their Application, I find that the Tenants are entitled to recover the \$100.00 filing fee. Under the offsetting provisions of Section 72 of the *Act*, I allow the Tenants to withhold this amount from the next month's rent in satisfaction of this claim.

Conclusion

The Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property of April 17, 2023, is cancelled and of no force or effect.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 21, 2023

Residential Tenancy Branch