



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code: CNL

### Introduction & Background

This hearing was convened by way of conference call in response to two separate Applications for Dispute Resolution (the “Applications”) made by two separate Tenants both requesting to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “Notice”) relating to their respective rental units.

As a result, the Residential Tenancy Branch joined the two Applications to be heard at the same time in this hearing as they related to the same Landlord and the same issues were to be decided on in each of the Applications.

The Tenants appeared for the hearing with a Legal Advocate; the Tenants both provided affirmed testimony and the Legal Advocate made submissions on behalf of the Tenants. The Landlord appeared with Legal Counsel; the Landlord provided affirmed testimony and Legal Counsel made submissions on behalf of the Landlord.

The Landlord confirmed receipt to the Tenants’ Applications and their documentary and photographic evidence. However, during the hearing Legal Counsel submitted that the Tenants’ evidence had been served to them late in accordance with the Rules of Procedure. I offered the Landlord an opportunity to have the matter adjourned so they the Tenants’ evidence could be considered. However, Legal Counsel submitted that they had examined the Tenant’s evidence and were willing to continue with the hearing. The Tenants confirmed receipt of the Landlord’s documentary and photographic evidence.

The parties agreed that the Tenants had both been individually served with the Notice dated February 11, 2015 by registered mail. The Tenant confirmed that they both received the Notice on February 23, 2014 and made their Application to dispute the Notice on the same day. Therefore, I determined that the Tenants had made their

Applications to dispute the Notice within the 15 day time limit afforded to them by Section 49(8) of the *Residential Tenancy Act* (the "Act").

Both parties provided extensive submissions and presented evidence in relation to their case. They were both given a full opportunity to cross examine each other on the evidence provided. At the conclusion of the hearing, I invited the parties to engage in a discussion regarding mutual resolution in this matter.

The Landlord and Legal Counsel took some private time to discuss the issues between them and decided that it was more appropriate to deal with this matter through mutual agreement by withdrawing each Notice dated February 11, 2015. The Tenants were in agreement with this course of action and consented to the withdrawal of their Notice.

The Landlord and Tenants agreed to work together to continue the tenancy in the most successful manner possible. The Landlord indicated that he intends to perform renovations on the Tenants' rental units and the Tenants indicated that they had no issues with regard to this; however, the Landlord was cautioned to proceed with any renovations that were not considered as repairs or maintenance under Section 32(1) of the Act by balancing this with the Tenants' right to quiet enjoyment of the property pursuant to Section 28 of the Act.

### Conclusion

The parties consented to the withdrawal of the Notice served to each Tenant on February 11, 2015 for the two rental units. Therefore, these Notices have no effect and both tenancies will continue until they are ended in accordance with the Act. I have made no legal findings on the Tenants' Applications which are now hereby dismissed. These files are now closed.

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: April 02, 2015

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Residential Tenancy Branch

