



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction

This hearing was convened by way of a conference call in response to a Tenant's Application for Dispute Resolution (the "Application") on December 6, 2016 to: cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice"); for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation, and/or tenancy agreement; and to recover the filing fee from the Landlord for making the Application.

An agent for the Landlord owner and the Tenant appeared for the hearing and provided affirmed testimony. The Landlord's agent confirmed receipt of the Tenant's Application and her documentary evidence. The Tenant confirmed receipt of the Landlord's late documentary evidence to which the Tenant had provided a late response. The Landlord's agent confirmed receipt of the Tenant's late response.

Despite the submission of late evidence by the Landlord, the Tenant agreed to move forward with the hearing with the Landlord's evidence as she had responded to that evidence accordingly. Therefore the hearing continued.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

During the hearing, the Landlord's agent stated that the Landlord was willing to work with the Tenant on mutual resolution in this dispute. The Tenant responded stating that she was unable to commit to any resolution during this hearing but that any mutual resolution would have to be done between the Landlord owner and the Tenant.

As a result, the Landlord's agent agreed to withdraw the 2 Month Notice dated November 27, 2016 which was served to the Tenant on November 29, 2016. The Tenant confirmed receipt of the 2 Month Notice on November 29, 2016 and consented

to the withdrawal of the 2 Month Notice. That 2 Month Notice is no longer of any use or effect and the tenancy will resume until such time it is ended pursuant to the Act.

Accordingly, the Tenant withdrew her Application and the parties committed to working with each other to reach resolution between them outside of the dispute resolution process. If the parties are not successful in doing so, the tenancy must be ended pursuant to the Act. The Landlord is at liberty to issue the Tenant with another 2 Month Notice and the Tenant is at liberty to dispute any future notice to end tenancy pursuant to the Act.

As the Tenant had to make the Application in order to address this issue and the Landlord withdrew the Notice, the parties agreed to share the cost of the filing fee. As a result, pursuant to Section 72(2) (a) of the Act, the Tenant may deduct \$50.00 from her next installment of rent. The Tenant may want to provide a copy of this Decision when the reduced rent payment is made.

The parties confirmed their agreement and understating of resolution in this manner both during and at the end of the hearing. I made no findings of fact or law with respect to this dispute. This file is now closed.

Conclusion

The parties withdrew the 2 Month Notice dated November 27, 2016. The Tenant withdrew her Application. The tenancy will continue until such time it is ended in accordance with the Act. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 11, 2017

Residential Tenancy Branch