



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, ERP, MNDC, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a Two Month Notice to End Tenancy for landlord's Use of Property, to have the landlord make repairs and emergency repairs for health and safety reasons, to have the landlord provided services or facilities required by the tenancy agreement, for a monetary order for money owed or loss under the Act, and to recover the filing fee.

### Preliminary and procedural matters

On January 20, 2017, the parties participated in a hearing. At the hearing the Arbitrator cancelled a notice to end tenancy, and granted the tenants' leave to reapply for monetary compensation.

On May 8, 2017, the tenants filed a new application for monetary compensation in the same amount of \$25,000.00. The tenants did not provide a detail calculation or any details with their application on their monetary claim.

On June 13, 2017, the Residential Tenancy Branch and the landlord received a 173 pages of evidence from the tenants and the details of their monetary claim. Counsels for the landlords objected to the evidence being permitted, as it was not filed within the time limits permitted under the rules. The tenants indicated they were not able to provide it sooner as they had work commitments.

I am not satisfied that the tenants complied with section 59 of the Act, as the tenants are required to provide the fully particulars of the claim with their application, this included a monetary calculation. Further, I find it is unreasonable for the tenants to provide their evidence six days before the hearing. This does not comply with the Residential

Tenancy Branch Rules of Procedures and did not give the landlord a fair opportunity to review and respond.

As the tenants' were granted leave to reapply at the hearing on January 20, 2017, I find it would be unfair and prejudicial to the landlords to grant the tenants' leave to reapply a further time. Therefore, I dismiss the tenants' application for a monetary order without leave to reapply.

During the hearing the parties agreed to the following:

- 1) The parties agreed that the tenancy will end based on the Two Month Notice to End Tenancy for Landlord's Use of Property;
- 2) The parties agreed the tenancy will end on August 31, 2017;
- 3) The parties agreed that the tenants are entitled not required to pay rent for August 2017, as that will be their compensation for receiving the notice to end tenancy; and
- 4) The parties agreed should the landlord not use the property as indicated in the notice to end tenancy that the tenants are entitled to apply for compensation pursuant to under section 51 of the Act.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

As a result of the above settlement, the landlord is granted an order of possession. The balance of the tenants' application is dismissed without leave to reapply.

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: June 21, 2017

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Residential Tenancy Branch