



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FF

### Introduction

On November 29, 2017, another Arbitrator (the original Arbitrator) appointed under the *Residential Tenancy Act* (the *Act*) presided over a preliminary hearing of Applications for Dispute Resolution by the seven tenants identified above. These applications sought to cancel notices to end tenancy, pursuant to Section 49 of the *Residential Tenancy Act* (*Act*) and to obtain a return of the tenants' filing fees.

In his December 10, 2017 decision, the original Arbitrator adjourned these applications to be heard together as joined applications. He attached a number of orders outlining how documents were to be exchanged during the adjournment and other matters relevant to these applications.

As the original Arbitrator heard no actual evidence from the parties at the preliminary hearing and, thus, was not seized of these matters, I was delegated responsibility under the *Act* for conducting the reconvened hearing of these joined applications.

Both parties attended the reconvened hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

At the reconvened hearing, the advocate representing the tenants advised that one of the tenants, RR, residing in Unit 4 of this rental building, was withdrawing his application as he had already vacated the building or was in the process of doing so. On this basis, Tenant RR's application is hereby withdrawn.

All of the other tenants, who were all present at this hearing confirmed that they received the landlord's 2 Month Notices to End Tenancy for Landlord's Use of Property (the 2 Month Notices) issued on September 22, 2017. On this basis, I find that the landlord's 2 Month Notices were duly served in accordance with section 88 of the *Act*. As the landlord's agent (the landlord) confirmed that the landlord received all of the tenants' dispute resolution hearing packages, I find that these packages were duly

served to the landlord in accordance with section 89 of the *Act*. As both parties confirmed that they had received one another's written evidence in accordance with the orders issued by the original arbitrator, I find that these documents were duly pursuant to section 89 of the *Act*.

#### Issue(s) to be Decided

Should the landlord's 2 Month Notices be cancelled? If not, is the landlord entitled to an Order of Possession? Are the tenants entitled to recover the filing fee for their applications from the landlord?

#### Background and Evidence

On September 22, 2017 the landlord issued each of the applicants a letter and a 2 Month Notice with an effective vacancy date of November 30, 2017. The 2 Month Notices identified the reason for ending the tenancy as "the landlord has all necessary permits required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant."

The tenants' applications sought cancellation of these Notices as they believed that the landlord did not have all the necessary permits required by law. In their written evidence, the tenants' advocate identified additional reasons why the tenants believed that the 2 Month Notices should be dismissed.

#### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties in attendance agreed to the following final and binding resolution of the matters identified in the tenants' applications:

1. The landlord agreed to withdraw the existing 2 Month Notices.
2. All parties agreed to continue negotiations with one another until 5:00 p.m. on January 30, 2018 with a view to resolving concerns raised regarding the landlord's planned renovations to this rental building.
3. The landlord agreed to delay issuing any new 2 Month Notices to End Tenancy to the tenants until at least January 31, 2018.

4. All parties agreed that in the event that the negotiation process does not lead to a resolution of their disputes, the landlord is at liberty to issue new 2 Month Notices to End Tenancy after January 30, 2018.
5. The landlord agreed to let the tenants obtain one-half of the filing fees for their applications from the landlord, to be accomplished by allowing each of them to reduce their next monthly rent payment for February 2018 by \$50.00.

All of the parties agreed that the above terms constituted a final and binding resolution of the tenants' applications to cancel the landlord's 2 Month Notices of September 22, 2017.

#### Conclusion

Tenant RR's application to cancel the landlord's 2 Month Notice issued to him is withdrawn.

To give legal effect to the settlement agreement reached between the parties, I order that the landlord's 2 Month Notices of September 22, 2017 issued to all tenants, but for Tenant RR, are set aside and of no force or effect. These tenancies continue until ended in accordance with the *Act*. I also order the landlord to refrain from issuing any new 2 Month Notices to tenants in this rental building until at least January 31, 2018.

I order the landlord to reduce the monthly rent due for February 2018 by \$50.00 on a one-time basis to each of the tenants who were party to this settlement agreement. As this order applies only to rent for February 2018, monthly rent for these tenancies returns to the regular amount allowed under the *Act* and their tenancy agreements in March 2018.

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: January 11, 2018

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Residential Tenancy Branch