



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use ("2 Month Notice") pursuant to section 49; and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing: the landlord confirmed receipt of the tenants' Application for Dispute Resolution.

### Preliminary Issue: Jurisdiction

Before considering the tenant's substantive application, I must consider whether I have jurisdiction to hear this matter. Both parties agreed that the landlord has taken steps in applying for an exception for farmworkers with the city and that the landlord is litigating this matter. Based on the submissions of both parties, these proceedings are ongoing.

The parties agreed that:

- this tenancy began on October 1, 2016
- that the current rental amount of \$1500.00 is payable monthly
- the landlord holds a \$750.00 security deposit paid by the tenants September 9, 2016
- the landlord issued a 2 Month Notice to End Tenancy to the tenants on February 22, 2018 as a result of bylaw warnings and fines issued to the landlord in their city.

- The 2 Month Notice indicated that the landlord has all necessary permits and approvals required by law to convert the unit to non-residential use
- the tenants/applicants are farm workers in the landlord's employ
- the landlord does not intend to convert the unit to non-residential use and has applied for an exemption available to farm workers residing on employer's property

The primary issue to be addressed at this hearing is whether the tenancy shall continue. Based on the evidence before me, that issue may be resolved outside of this dispute resolution process. Both parties at this hearing were in agreement that the tenancy should continue.

This matter is not before another court at this time and all the evidence suggests that this is a tenancy between landlord and tenants. I do not decline this matter on jurisdiction but find that it is within the purview of the Residential Tenancy Branch.

### Analysis

The assertions of both parties of their intent to resolve this issue outside of the Residential Tenancy Branch Dispute Resolution process as well as their description of the joint efforts they are making suggest that this matter does not require further adjudication at this time. However the tenants have made an application that is within my purview to decide.

The landlord has testified that he does not intend to convert the property to non-residential use and the landlord further testified that he is attempting to take steps to ensure the tenants can continue to reside in the rental unit.

Based on the landlord's lack of opposition to the tenant's application and the other details provided in this matter, I find that the landlord's 2 Month Notice to End Tenancy should be cancelled.

### Conclusion

I grant the tenant's application to cancel the Notice to End Tenancy dated February 27, 2018: the tenancy shall continue.

I grant the tenants a \$100.00 monetary order.

The tenants are provided with this Order in the above terms and the landlord(s) must be served with this Order as soon as possible. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 11, 2018

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Residential Tenancy Branch