



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNL-4M, FFT

### Introduction

This hearing was convened in response to 25 joined Applications for Dispute Resolution in which the Tenants are seeking to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion, all of which were served by the same Landlord and relate to the same residential complex.

A preliminary hearing was held on August 07, 2018 by a different Residential Tenancy Branch Arbitrator. In his decision the Arbitrator noted that the parties agreed all evidence from the Landlord could be served to the Lead Tenant (hereinafter referred to as the Tenant) and all evidence from the Tenants could be served to Legal Counsel for the Landlord.

The Advocate for the Tenants stated that all of the Applications for Dispute Resolution were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

On August 08, 2018 the Landlord submitted evidence to the Residential Tenancy Branch. On August 31, 2018 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that she understood all of the Landlord's evidence was submitted to the Residential Tenancy Branch on August 31, 2018.

The Agent for the Landlord stated that all of the Landlord's evidence was served to the Tenant, by email and by posting it on her door, on August 31, 2018. The Advocate for the Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On September 14, 2018 the Tenants submitted evidence to the Residential Tenancy Branch. The Advocate for the Tenants stated that this evidence was served to the Landlord, via courier, on September 14, 2018. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

### Preliminary Matter

The Advocate for the Tenants stated that the tenants of unit 303 and 311 would like to withdraw their Applications for Dispute Resolution. The Landlord consented to these two Applications being withdrawn.

As the Landlord did not oppose the withdrawal of these two Applications for Dispute Resolution, I allow them to be withdrawn. These Applicants still appear on the first page of this decision, although it is noted that those Applications were withdrawn.

### Issue(s) to be Decided

Should the Notices to End Tenancy that were served to the Tenants pursuant to section 49 of the *Residential Tenancy Act (Act)* be set aside?

### Background and Evidence

Shortly after the hearing commenced the Landlord and the Tenants indicated that they wished to settle all issues in dispute at these proceedings by reaching a settlement agreement. After much discussion the parties agreed that the terms of the settlement agreement would be:

- The Landlord will withdraw all of the Four Month Notices to End Tenancy that have been served to the Applicants in these matters;
- Each rental unit that is the subject of these proceedings may reduce one monthly rent payment by \$100.00 in compensation for the fees paid to file these Applications for Dispute Resolution;
- The Landlord will not issue another Four Month Notice to End Tenancy for these renovations; and
- The Applicants will work, in good faith, with the Landlord to accommodate the renovations that the Landlord has planned.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

All parties in attendance at the hearing acknowledged that they understood they were not required to enter into a settlement agreement and that they understood the agreement was final and binding.

#### Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

As the Tenants of unit 303 and 311 have withdrawn their Applications for Dispute Resolution, they are not subject to the terms of the aforementioned settlement agreement.

#### Conclusion

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 25, 2018

---

Residential Tenancy Branch