



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, RP, CNL-4M

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's (the landlord's) Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit (the 4 Month Notice) pursuant to section 49;
- an order requiring the landlord to make necessary repairs to the unit or suite pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties attended the 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. The parties confirmed that they had exchanged their documentary evidence.

Preliminary Issues

The tenants requested an adjournment; the landlord was not in agreement. SM stated that she needed more time to obtain evidence to show that the previous owner "basically screwed us" and created the issues. The tenant testified that the issues arose on November 17, 2018. The tenants have had almost three full months to prepare and arrange for any evidence and witnesses. The tenants did not provide any information as to what steps were taken to obtain the evidence or the likelihood that they would be able to obtain it if granted an adjournment. Based on the above, I declined to adjourn the matter. It was explained in detail to the tenants who indicated that they understood.

Issue(s) to be Decided

Should the 4 Month Notice to End Tenancy be cancelled?

Should the tenants be granted an order compelling the landlord to conduct necessary repairs in the unit or suite?

Are the tenants entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenants gave the following testimony. SM testified that their tenancy began on August 1, 2018 for a one year term with the monthly rent of \$1300.00. SM testified that the previous owner approached her on August 28, 2018 to advise that the property would be sold and that the new owners wished to sign a new agreement on April 1, 2019 for a four month term. SM testified that the previous owner lowered the rent to \$1000.00 and the parties signed a Mutual Agreement to End the Tenancy for April 1, 2019. SM testified that when she met the new owners they advised that they would not be extending the tenancy past April 1, 2019 and that was never their intention. SM testified that she feels the previous owner tricked her into signing the Mutual Agreement to End Tenancy and requests that the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit be cancelled.

The landlord gave the following testimony. The landlord testified that the parties agreed to end the tenancy by way of the Mutual Agreement to End the Tenancy and that the tenants signed the document. The landlord testified that the document is legal and binding and that the tenants should abide by it.

Analysis

The first issue to address is that there is **not** a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit before me. Both parties gave testimony that one was not issued, but a Mutual Agreement to End a Tenancy. When a party makes an application, an Arbitrator can only address the issues applied for. As there is not a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit before me, I dismiss that portion of the tenants' application.

The second issue is a repair of a faucet. The tenants were silent on that issue despite being given three separate opportunities to address any and all issues before the conference concluded. Based on the insufficient evidence before me, I dismiss this portion of their application.

The tenants have not been successful in this application.

Conclusion

The tenants' application is dismissed in its entirety 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: February 12, 2019

Residential Tenancy Branch