



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, CNL-4MN, OLC, AAT

### Introduction

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated January 27, 2020 ("2 Month Notice"), pursuant to section 49;
- cancellation of the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit ("4 Month Notice"), pursuant to section 49(6);
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- an order to allow access for the tenant or the tenant's guests, pursuant to section 70.

The "male landlord" did not attend this hearing, which lasted approximately 24 minutes. The female landlord ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had permission to represent the male landlord at this hearing (collectively "landlords").

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' evidence package.

Both parties confirmed that the landlords did not issue a 4 Month Notice to the tenant. The tenant stated that is disputing a written tenancy agreement, indicating a fixed term end date. Accordingly, I dismiss the tenant's application to cancel a 4 Month Notice.

Both parties confirmed that the landlords issued a 2 Month Notice to a different tenant, not the tenant named in this application. The landlord stated that she was not pursuing an order of possession at this time because she already received one from the RTB as part of a previous direct request application, that she was attempting to enforce. Accordingly, this portion of the tenant's application is dismissed without leave to reapply, as the notice does not apply to this tenant.

The tenant confirmed that she was not pursuing her application for an order to allow access to the rental unit. This portion of the tenant's application is dismissed without leave to reapply.

The tenant confirmed that she wanted an order to comply for the landlord to complete repairs. I notified her that she did not apply for repairs. Accordingly, this portion of the tenant's application is dismissed without leave to reapply.

I notified the tenant that she obtained a priority RTB hearing date, because she applied to cancel notices to end tenancy, related to an order of possession, which is an urgent issue. Rule 2.3 of the Residential Tenancy Branch *Rules of Procedure* allows me to sever issues that are not related to the main urgent application. I informed the tenant that her monetary application was not an urgent issue, so she had to leave to reapply in the future, if she wished to pursue this claim.

### Conclusion

The tenant's monetary application is dismissed with leave to reapply.

The remainder of the tenant's 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: March 16, 2020

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Residential Tenancy Branch