



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, OLC, FFT

Introduction

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

- cancellation of the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated February 1, 2020 ("4 Month Notice"), pursuant to section 49(6);
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant DM" did not attend this hearing, which lasted approximately 9 minutes. Tenant AM ("tenant") and the landlord 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 tenant confirmed that she had permission to speak on behalf of tenant DM at this hearing (collectively "tenants").

The hearing began at 9:30 a.m. with the tenant and I present. The landlord called in at 9:31 a.m. I informed the landlord about what occurred in her absence. The hearing ended at 9:39 a.m.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the rental unit address. Neither party raised any objections to this amendment during the hearing.

At the outset of the hearing, the landlord stated that she did not require an order of possession against the tenants and her 4 Month Notice was cancelled. She said that she was not yet selling the rental unit, as plans were on hold due to the covid-19 pandemic. I notified both parties that the landlord's 4 Month Notice was cancelled and the landlord was not entitled to an order of possession.

The landlord claimed that she understood that she gave the tenants the wrong 4 Month Notice, instead of the proper 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month"), and that she knew she had to sell the rental unit and the purchaser wants to move in, with written confirmation, before issuing a 2 Month Notice to the tenants. She explained that she would issue a future notice to end tenancy if that occurred. I notified the landlord that she could speak to an information officer for information only, not legal advice, and consult a lawyer if she required legal advice. The landlord confirmed her understanding of same.

The tenant claimed that she was not pursuing any other relief in the tenants' application. She said that she settled the \$100.00 application filing fee issue with the landlord outside of this hearing. I notified the tenant that these portions of the tenants' application were dismissed without leave to reapply.

Conclusion

The landlord's 4 Month Notice, dated February 1, 2020, is cancelled and of no force or effect. The landlord is not entitled to an order of possession.

The tenants' application for an order to comply and to recover the \$100.00 filing fee 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: April 16, 2020

Residential Tenancy Branch