



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STONE HAUS REALTY CORP. and  
[tenant name suppressed to protect privacy]

## DECISION

Dispute Codes CNL-4M, OT

### Introduction

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

- cancellation of the landlord's 4 Month Notice to End Tenancy for Landlord's Use of Property (the 4 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlord with the notice of hearing package via Canada Post Registered Mail on December 18, 2020. Both parties also confirmed the tenants served the landlord with the submitted 13 documentary evidence files via Canada Post Registered Mail on December 20, 2020. Both parties confirmed the landlord served the tenants with the submitted 54 document files via Canada Post Registered Mail on February 19, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

At the outset, the tenants' application was clarified. Besides the tenant's request for an order cancelling the 4 month notice the tenant also selected, OT which is in reference to a monetary claim of \$29,100.00 which consists of:

\$27,600.00	Recovery of Rent Paid, 12 months
\$1,150.00	Return of Security Deposit

The tenants stated that they were seeking 12 months of rent in compensation for the landlord who is not in good faith demolishing, renovating or converting the rental unit as

per the Act. Section 51 of the Act was explained to the tenants that “Good Faith” is not a factor for compensation. The tenants were informed that compensation is when the tenants comply with the notice to end tenancy and the landlord does not follow through on the reason set out in the notice. “Good Faith” was in regards to an argument to cancel the notice to end tenancy.

The tenants also seeks return of the \$1,150.00 security deposit. The tenants confirmed that the tenancy continues. The tenants were informed that the return of the security deposit only occurs at the end of the tenancy.

On the details provided by the tenants as noted above, these portions of the tenants’ application are dismissed.

The tenants also requested an order to declare the rental property “inhabitable”. This portion of the tenants’ application was dismissed and the tenants referred to the local municipal bylaw office.

The hearing proceeded on the tenants’ request to cancel the 4 month notice.

#### Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 4 month notice?

#### Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant’s claim and my findings are set out below.

The tenants confirmed that they failed to provide a copy of the 4 month notice to the Residential Tenancy Branch. The landlord confirmed that a copy of the 4 month notice was not provided to the Residential Tenancy Branch. Both parties were informed that in an application to cancel a notice to end tenancy, the notice itself is a crucial document. It is the foundation that a landlord relies on to assist in their application to end a tenancy. Both parties confirmed in their direct testimony that both have a copy of the notice before them. Discussions took place to reveal the terms on the 4 month notice.

Both parties agreed that the 4 month notice is dated November 30, 2020 and that the landlord served the tenants with it by placing it in the mailbox on November 30, 2020. Both parties agreed that the effective end of tenancy date listed is March 31, 2021.

At this time, the landlord stated that she had withdrawn the 4 month notice dated November 30, 2020 prior to the hearing date and no longer wish to proceed with ending the tenancy. The landlord stated repeatedly that she had contacted the tenants verbally notifying them that she was cancelling the 4 month notice.

On the basis of the landlord's undisputed affirmed statement during the hearing that the 4 month notice dated November 30, 2020 was withdrawn and cancelled by the landlord, the tenant has been successful.

The tenancy shall continue. No further action is required at this time.

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 10, 2021

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Residential Tenancy Branch