



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, CNL-4M, PSF, OLC, LRE, FFT**

### **Introduction**

This hearing was scheduled to deal with a tenant's application for cancellation of a One Month Notice to End Tenancy for Cause ("1 Month Notice"), a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit, and several other remedies ("4 Month Notice").

Both parties appeared or were represented at the hearing. At the outset of the hearing, I affirmed the parties and ordered the parties not to make a recording of the proceeding.

I explored service of hearing documents with the parties. The tenant testified that she served the female landlord, in person, with her proceeding package and her evidence on April 13, 2021. The female landlord denied that to be accurate and testified that she found the proceeding package and a couple of pages of evidence on March 30, 2021 in her door jamb. I reviewed with the landlords the documents received in the package received in their door jamb and it appeared that much of the tenant's evidence that had been submitted to the Residential Tenancy Branch was not in the package given to the landlords.

The landlords acknowledged that the tenant sent them emails during the month of April 2021 but they were uncertain as to whether the emails were just on-going communication or concerning the matters under dispute.

As for the landlord's evidence package, the landlords testified it was given to the tenant by leaving it on her doorstep on April 23, 2021. The tenant confirmed receipt of the landlord's hearing materials.

The landlords also sent the tenant emails on May 1, 2021 and May 2, 2021 pertaining to the tenant's claims for compensation for appliances. I informed the parties that I was

only considering the issues identified on the Notice of Dispute Resolution Proceeding and compensation was not indicated on the Notice of Dispute Resolution Proceeding. Nor, was the tenant's Application for Dispute Resolution properly amended to add other issues.

In light of the above, I admitted the package received by the landlords on March 30, 2021 and the landlord's materials served on April 23, 2021. Although the parties did not post their documents to the door, since both parties acknowledged receipt of the materials left in the door jamb or on the door step, I deemed the parties sufficiently served pursuant to section 71 of the Act.

Having been satisfied the landlords were in receipt of the tenant's Notice of Dispute Resolution Proceeding, I informed the parties I was prepared to hear the issues identified on the Notice of Dispute Resolution Proceeding; however, since the tenant had identified multiple issues under a single application, I explored the current status of the tenancy with a view to determining the primary issue(s) to resolve and sever the remaining unrelated issues as provided under Rules 2.3 and 4.6 of the Rules of Procedure.

The tenant stated she continues to occupy the rental unit but seeks to continue the tenancy until June 1, 2021, at which time she will vacate the unit, pursuant to the 4 Month Notice served upon her and she had no objection to the landlord's receiving an Order of Possession effective on June 1, 2021.

The landlord pointed out that the tenant had disputed the 4 Month Notice after the time limit for doing so. The tenant withdrew her request to cancel the 4 Month Notice. As such, I was satisfied the landlords would be entitled to an Order of Possession effective on June 1, 2021; however, the landlords wished to pursue ending the tenancy sooner than June 1, 2021 based on the 1 Month Notice. Since the tenant had disputed the 1 Month Notice within the time limit for doing so, I proceeded to hear from the parties with respect to ending the tenancy for cause. The allotted hearing time expired before the merits for ending the tenancy for cause could be fully heard. I informed the parties that the hearing would have to be adjourned to fully hear the merits of the 1 Month Notice but that the reconvened hearing would likely be weeks away and after June 1, 2021. The landlords indicated they did not wish to wait that long and did not wish to reconvene the hearing to prove the 1 Month Notice should be upheld. As such, the landlords requested the Order of Possession effective June 1, 2021.

The other remedies sought by the tenant on the Application for Dispute Resolution were dismissed with leave to reapply.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession effective June 1, 2021?

Background and Evidence

It was undisputed that on January 27, 2021 the landlords signed a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit with an effective date of June 1, 2021. The 4 Month Notice is in the approved form and is duly signed and completed. The tenant did not file to dispute the 4 Month Notice within the 30 day time limit for doing so.

The tenant stated she will vacate the rental unit by June 1, 2021 in keeping with the 4 Month Notice. The landlords requested an Order of Possession effective June 1, 2021 rather than wait for a reconvened hearing to deal with the 1 Month Notice.

Analysis

Section 55(1) of the Act provides as follows:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case, the tenant filed to dispute the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit after the time limit for doing so and during the hearing the tenant withdrew the request for cancellation of the 4 Month Notice. Accordingly, I dismiss the tenant's application to cancel the 4 Month Notice and having been satisfied the tenant was served with a 4 Month Notice in the approved form that meets the form and content requirements, I grant the landlords an Order of Possession for the stated effective date of June 1, 2021.

I make no finding as to whether the landlords would have succeeded in establishing the tenancy would have ended for cause as the landlords chose not to reconvene the hearing to do so.

I make no award for recovery of the filing fee pursuant to the discretion afforded me under section 72 of the Act.

### Conclusion

The landlords are provided an Order of Possession effective June 1, 2021 based on a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit that was not disputed within time and the tenant withdrew her request for cancellation of the 4 Month Notice.

The landlords also issued a One Month Notice to End Tenancy for Cause but I have made no finding as to whether the landlords had sufficient basis for ending the tenancy for cause as the hearing to make such a determination would be after the tenant vacates pursuant to the 4 Month Notice and the landlords did not want to reconvene the hearing to deal with the 1 Moth Notice.

The other remedies sought by the tenant were severed and dismissed with 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: May 10, 2021

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Residential Tenancy Branch