



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

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

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord, the landlord's attorney by way of Enduring Power of Attorney, counsel for the landlord, the current owner of the subject rental property and the tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision and order.

Both parties agree that the landlord was personally served with this application for dispute resolution on May 31, 2021. I find that the landlord was served in accordance with section 89 of the *Act*.

Preliminary Issue- Severance

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") and the continuation of this tenancy is not sufficiently related to the tenants' other claim to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Two Month Notice.

The tenants' other claim is unrelated in that the basis for it rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the Two Month Notice. I exercise my discretion to dismiss the tenants' application for an Order for the Landlord to Comply with the Act, with leave to reapply.

Preliminary Issue- Withdrawal

Both parties agree that the subject rental property is no longer owned by the landlord who served the tenants with the Two Month Notice. The tenants testified that they are withdrawing their claim to cancel the Two Month Notice because they have entered into a verbal tenancy agreement with the new (current) owner of the subject rental property. The current owner of the subject rental property confirmed the above testimony. Counsel for the landlord confirmed that pursuant to the above agreement the landlord has cancelled the Two Month Notice.

As the landlord has cancelled the Two Month Notice and the tenants have withdrawn their claim, I find that no further action is required with respect to the application. I therefore dismiss the remainder of the tenants' application without leave to reapply.

The tenancy between the tenants and the current owner of the subject rental property will continue in accordance with the *Act*.

Conclusion

The tenants' application for an Order for the landlord to comply with the *Act* is dismissed with leave to reapply. Leave to reapply is not an extension of any limitation period.

The remainder of the tenants' 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: August 16, 2021

Residential Tenancy Branch