



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AUSTEVILLE PROPERTIES LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M OLC FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 4 Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (4 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant, an agent for the tenant, KT (tenant agent) and two agents for the corporate landlord, CS and SR (agents) attended the teleconference hearing. The parties were affirmed. The parties were provided an opportunity to ask questions during the hearing.

Neither party raised any concerns regarding the service or receipt of documentary evidence. I find the parties were sufficiently served as required by the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The parties confirmed their understanding that the decision would be emailed to both parties and as such, the email addresses were confirmed for the parties.

Issues to be Decided

- Should the 4 Month Notice be cancelled?
- Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?
- If yes to either, is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The parties agreed that a 4 Month Notice was not issued on the tenant by the landlord. As a result, the parties were advised that this hearing was moot, as there is no 4 Month Notice before me to consider cancelling. I will address this issue further below.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

As there is no dispute that a 4 Month Notice was never served on the tenant by the landlord, I find there is no 4 Month Notice before me to consider cancelling. As a result, I dismiss the tenant's application as it was premature given that no 4 Month Notice has been served on the tenant.

I do not grant the filing fee as his application was premature.

Conclusion

The tenant's application is dismissed as it was premature given that no 4 Month Notice has been served on the tenant for my consideration.

The tenancy continues until ended in accordance with the Act. The filing fee is not granted as the tenant's application was premature. This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 26, 2022

Residential Tenancy Branch