



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC-MT, RP**

Introduction

This hearing dealt with an application by the tenants pursuant to the Residential Tenancy Act (“Act”) for orders as follows:

- For more time to dispute a notice to end tenancy pursuant to section 66 of the Act
- For an order requiring the landlord to make repairs to the property pursuant to section 32 of the Act

Both parties attended the hearing with the landlord represented by an agent BB, while the tenant was represented by tenant JM and an agent GJ. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

Both parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The tenant confirmed receipt of the One Month Notice dated May 31, 2022. Pursuant to section 88 of the Act the tenant is found to have been served with this notice in accordance with the Act. The landlord acknowledged receipt of the dispute notice dated May 31, 2022 and package service is in accordance with sections 88 and 89 of the Act.

Preliminary Issues

GJ was initially named as a tenant but all parties agreed in the hearing that he was not a current tenant of the rental property. Therefore pursuant to Rule 4.2 of the RTB Rules of Procedure, I amend the tenant’s application to remove tenant GJ.

Additionally, the tenant is requesting an order compelling the landlord to make repairs to the property. As this issue is unrelated to the dispute of the One Month Notice, it is severed from this application with leave to reapply pursuant to Rule 2.3 of the RTB Rules of Procedure.

Analysis

Following introductory remarks, the landlord, who was the respondent in this hearing, stated that he wished to withdraw the One Month Notice dated May 31, 2022, and was not seeking an order of possession for the rental property.

I explained to the landlord that withdrawing his notice would render the tenant's application moot and would conclude the hearing. The landlord stated he understood this and wished to proceed with the withdrawal of his One Month Notice.

Conclusion

I find that due to the landlord's request to withdraw the One Month Notice, the tenancy remains in effect until ended in accordance with the Act.

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: October 25, 2022

Residential Tenancy Branch