



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application for cancellation of a *Two Month Notice to End Tenancy for Landlord's Use of Property* ("Two Month Notice") dated August 4, 2022.

Both parties appeared and/or were represented at the hearing.

I confirmed the tenant's proceeding package and evidence was sent to the landlord and the landlord's representatives. I confirmed that two documents the landlord intended to rely upon were received by the tenants, although the last document was received late. Despite its lateness, the landlord's legal counsel indicated that she intended to argue that it may be admitted as "new and relevant evidence" under the Rules of Procedure. I turned to the tenants and confirmed they had the opportunity to review and prepare a response to the late served document and they did not need more time to prepare. As such, I admitted the materials of both parties and it was unnecessary to hear arguments concerning admissibility of the late served document.

The landlord's legal counsel proceeded to inform me that the landlord is agreeable to withdrawal of the Two Month Notice and continue the tenancy until the tenancy comes to an end under the Act. The landlord's representative also agreed to compensate the tenants for the cost of the filing fee they paid for their Application for Dispute Resolution.

The tenants consented to withdrawal of the Two Month Notice and requested the filing fee be recovered by way of an authorized deduction from rent.

In light of the above, **I find the Two Month Notice is withdrawn and the tenancy continues at this time, by consent of the parties; and, the tenants are authorized to deduct \$100.00 from a subsequent month's rent.**

Before ending the teleconference call, the tenant's advocate attempted to introduce submissions concerning the landlord's repeated issuance of Notices to End Tenancy, followed by withdrawal of the Notices either at the hearing or shortly before the hearing, as being harassing. I refused to hear from the parties or make any findings on that matter as the only remedies sought by the tenant in the Application for Dispute Resolution before me were cancellation of the Two Month Notice and recovery of the filing fee which were resolved and the tenants had not applied for orders for compliance. Rather, I gave the parties general information where a landlord repeatedly issues notices to end tenancy to a tenant and I informed the tenants of their right to make another Application for Dispute Resolution if they seek orders for compliance and/or compensation from the landlord.

Both parties were encouraged to familiarize themselves with the Act, rules of Procedure, policy guidelines, dispute resolution process and the like by obtaining their own legal advice, contacting an Information Officer with the Residential Tenancy Branch and/or reviewing the information on the Residential Tenancy Branch website.

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: January 13, 2023

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Residential Tenancy Branch