



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL-4MN, FFT

### Introduction

This hearing dealt with five different applications (collectively “applications”) made by six different tenants (collectively “tenants”), pursuant to the *Residential Tenancy Act* (“Act”) for:

- cancellation of the landlords’ five Four Month Notices to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit (“4 Month Notices”), pursuant to section 49(6); and
- authorization to recover the \$100.00 filing fees paid for each of the five applications, pursuant to section 72.

“Tenant RN” did not attend this hearing, which lasted approximately 22 minutes. The landlord LT (“landlord”), the landlords’ agent, five of the six tenants (tenant SM, tenant DN, tenant AP, tenant EP, tenant MW), and the tenants’ agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 11:00 a.m. with me and all above participants present. An unidentified participant exited the hearing at 11:11 a.m. The landlord, the landlords’ agent, the five tenants, and the tenants’ agent all remained in the hearing for the entirety. This hearing ended at 11:22 a.m.

The landlord, the landlords’ agent, and the tenants’ agent all confirmed their names and spelling. The landlord and the tenants’ agent provided their email addresses for me to send this decision to both parties after the hearing. The landlord and the tenants’ agent identified themselves as the primary speakers at this hearing.

The landlord said that the landlords' agent had permission to speak on the landlords' behalf at this hearing. The landlord confirmed that his parents own the two landlord companies named in this application and that he had permission to speak on theirs and the two companies' behalf (collectively "landlords"). He said that the two landlord companies own the rental unit. He provided the rental unit address.

The tenants' agent confirmed that he had permission to represent all six tenants at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure ("Rules")* does not permit recordings of any RTB hearings by any participants. The landlord and the landlords' agent both separately affirmed, under oath, that they would not record this hearing. The tenants' agent affirmed, under oath, that neither he, nor the five tenants, would record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties were given an opportunity to settle at this hearing but declined to do so. Both parties confirmed that they were ready to proceed with this hearing.

Rule 2.10 of the RTB *Rules* states the following:

*2.10 Joining applications*

*Applications for Dispute Resolution may be joined and heard at the same hearing so that the dispute resolution process will be fair, efficient and consistent. In considering whether to join applications, the Residential Tenancy Branch will consider the following criteria:*

- a) whether the applications pertain to the same residential property or residential properties which appear to be managed as one unit;*
- b) whether all applications name the same landlord;*
- c) whether the remedies sought in each application are similar; or*
- d) whether it appears that the arbitrator will have to consider the same facts and make the same or similar findings of fact or law in resolving each application.*

The tenants' five applications were joined by the RTB to be heard together at this hearing, after an application by the tenants. All five applications name the same landlord, five different rental units in the same rental building, and the same remedies sought in each of the five applications.

The landlord confirmed receipt of the tenants' five applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlords were duly served with the tenants' five applications.

At the outset of this hearing, the landlord confirmed that the landlords withdrew all five 4 Month Notices issued to the six tenants, as per the landlords' written evidence submitted prior to this hearing. The tenants' agent confirmed same.

I informed both parties that the landlords' five 4 Month Notices issued to the six tenants, were all cancelled and of no force or effect, and that the tenants' tenancies would continue under the *Act*. Both parties confirmed their understanding of same.

The tenants' agent asked that I decide the merits of the 4 Month Notices since it was relevant to a future RTB hearing where the tenants applied to cancel the landlords' Two Month Notices to End Tenancy for Landlord's Use of Property ("2 Month Notices") and because the Compliance and Enforcement Unit likes to see a "history" of the landlords "losing." I informed him that I could not engage in an academic exercise to determine the merits of the 4 Month Notices, when the landlords already withdrew the notices prior to this hearing. I notified him that this would be contrary to the goals of the RTB, to conduct efficient and effective hearings and to provide priority hearing dates to parties for urgent order of possession claims. I informed him that the 2 Month Notices were not the subject of any of the five applications made by the tenants at this hearing.

The tenants' agent asked that I make a decision about the tenants' five applications to recover the \$100.00 filing fees paid for each application, as the tenants were still pursuing these claims. The landlord confirmed that the landlords dispute these claims.

Filing fees are discretionary awards usually issued by an Arbitrator after a full hearing is conducted on the merits of the tenants' five applications, a decision is made, and the six tenants are successful. I was not required to conduct a full hearing or make a decision on the merits of the tenants' five applications. Accordingly, I dismiss the tenants' five applications to recover the \$100.00 filing fees for each application, without leave to reapply.

### Conclusion

The tenants' five applications are all dismissed in their entirety, without leave to reapply.

The landlords' five 4 Month Notices issued to the six tenants, are all cancelled and of no force or effect.

The landlords are not issued any orders of possession against the six tenants.

The tenants' tenancies continue until they are 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 24, 2022

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Residential Tenancy Branch