



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MT, CNC, FF, O

### Introduction

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. Although the landlord has issued the tenant a number of oral notices to end this tenancy, the landlord confirmed that he has not issued a written notice to end this tenancy, including a 1 Month Notice.

The landlord confirmed that the tenant handed him a copy of the tenant's dispute resolution hearing package on January 8, 2013. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

As no valid 1 Month Notice has been issued to the tenant, there was no need to consider the tenant's application for an extension of time to seek a cancellation of the landlord's 1 Month Notice.

### Issues(s) to be Decided

Should the landlord's notice(s) to end tenancy be cancelled? Is the tenant entitled to recover his filing fee from the landlord?

### Background and Evidence

This periodic tenancy commenced on October 30, 2012. Monthly rent according to the written residential tenancy agreement between the parties is set at \$850.00, payable in advance on the first of each month. The tenant paid a \$850.00 security deposit at the beginning of this tenancy.

The landlord did not dispute the tenant's agent's claim that the landlord issued the tenant a 12 hour oral notice to end this tenancy. Although the landlord has subsequently provided the tenant with another oral notice to end this tenancy, the landlord confirmed that he has not issued any written notice to end tenancy on the required Residential Tenancy Branch (RTB) forms. The landlord testified that the tenant has given his oral notice to end this tenancy by April 30, 2013.

#### Analysis

Based on the evidence before me, the landlord has not issued a written notice to end this tenancy using the proper RTB forms and in accordance with section 52 of the *Act*. I cancel any oral notice to end tenancy issued by the landlord as he has not complied with the *Act*.

As I accept the tenant's agent's testimony that the tenant's application was necessary under these circumstances, I allow the tenant to recover his \$50.00 filing fee from the landlord.

#### Conclusion

Any oral notices to end this tenancy issued by the landlord are cancelled. This tenancy continues.

In order to implement my decision to allow the tenant to recover his filing fee, I order the tenant to withhold \$50.00 from his February 2013 rent. This aspect of my decision was conveyed to the parties at this hearing. The tenant's monthly rent reverts to its former level for March 2013, in accordance with the parties' residential tenancy agreement.

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 31, 2013

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Residential Tenancy Branch

