



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing was convened by way of a conference call in response to a Tenant's Application for Dispute Resolution (the "Application") to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") and to recover the filing fee from the Landlord for the cost of this Application.

Both of the Tenants, the Landlord and the Landlord's witness appeared for the first hearing. During the first hearing no issues in relation to the service of documents under the Residential Tenancy Act (the "Act") and the Rules of Procedure were raised by any of the parties. However, the parties exited the call before the hearing had been fully concluded and as a result an additional hearing was convened the next day.

Only the female Tenant and the Landlord named on the Application appeared for the reconvened hearing. During the reconvened hearing it was determined that the Landlord was a company and the Landlord named in the Application was acting as the agent of the Landlord (referred to in this decision as the "Landlord's Agent"). However, the Application was not amended to include the company name.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

During the hearing, the Landlord decided to withdraw the Notice which was served to the Tenants on January 16, 2014. The Tenant consented to the withdrawal of this Notice.

Both parties agreed to work together in moving forward with a successful tenancy and both parties were cautioned of their rights and obligations in relation to Section 28 of the Act. The Landlord was referred to Section 47 of the Act regarding remedies available in

dealing with issues raised during the hearing which did not form part of the Application. Both parties were also encouraged to communicate in writing if issues arise during the tenancy.

As the Tenants had to make this Application in order to address this issue and the Landlord withdrew the Notice, the Tenants are entitled to the recovery of the \$50.00 filing fee for the cost of making the application. However, the Tenant and Landlord agreed to split the cost between them for this fee.

### Conclusion

For the reasons set out above, I dismiss the Tenants' application as the Landlord and Tenants agreed to withdraw the Notice issued on January 16, 2014 and the tenancy will continue until such time it is ended in accordance with the Act.

For the above reasons, the Tenants may recover half of the cost of the filing fee for this Application by deducting \$25.00 from their next rental payment.

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: March 11, 2014

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Residential Tenancy Branch

