



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding At Ease RPMA  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, FF

This hearing was to deal with an application by the tenant for orders setting aside a 1 Month Notice to End Tenancy for Cause and compelling the landlord to comply with the legislation and/or tenancy agreement. All parties appeared and had an opportunity to be heard.

The parties agreed that the tenancy would end, at the very latest, by 1:00 pm, June 30, 2014 and that the landlord would be granted an order of possession for that date.

The tenant is obliged to pay the rent as it becomes due and if she does not, the landlord may issue and serve a 10 Day Notice to End Tenancy for Non-Payment of Rent. If the tenant wishes to end the tenancy before June 30 she must give written notice to end tenancy in compliance with the *Residential Tenancy Act*.

The landlord raised the issue of outstanding strata fines but had not filed its' own application for dispute resolution claiming a monetary order from the tenant. The parties discussed this issue but were unable to come to any agreement. The parties were advised that if they were not able to come to some agreement the landlord would have to file an application for dispute resolution and obtain an order from an arbitrator determining this issue.

The tenant asked for a refund of the filing fee she paid for this application. The parties did not come to any agreement but agreed to me making a decision on this issue. After consideration it is my view that both parties benefitted from this agreement and therefore they should share in the cost of the application. Accordingly, I order that the tenant is entitled to reimbursement of half of the filing fee, \$25.00, from the landlord and pursuant to section 72 of the *Residential Tenancy Act* this amount may be deducted from the next rent payment due to the landlord.

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: April 10, 2014

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Residential Tenancy Branch

