



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IAG Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

I waited until 1:16 p.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 1:00 p.m. The landlord did not attend this hearing, nor did the landlord submit any written evidence. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that she handed the landlord's building manager a copy of her dispute resolution hearing package including a copy of her application for dispute resolution on August 3, 2014. In accordance with sections 89 of the *Act*, I find that the landlord was served with the tenant's dispute resolution hearing package on August 3, 2014, as declared by the tenant.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The tenant applied to cancel a 1 Month Notice handed to her on July 16, 2014, seeking an end to this tenancy by August 31, 2014. Since receiving the 1 Month Notice, the tenant said that the landlord has accepted monthly rent payments made on her behalf for August, September and October 2014. She requested the cancellation of the landlord's 1 Month Notice.

Analysis

In the absence of any evidence from the landlord, I allow the tenant's application to cancel the 1 Month Notice. As the tenant has been successful in her application, I issue a monetary award of \$50.00 to the tenant to enable her to recover the filing fee for her application from the landlord.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice, which is no longer of any force or effect. This tenancy continues.

I issue a monetary Order in the tenant's favour in the amount of \$50.00, which enables the tenant to recover her filing fee from the landlord. The tenant may choose to enforce this Order through reducing her monthly rent by \$50.00 for one month or by serving the landlord with the attached monetary Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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 06, 2014

Residential Tenancy Branch

