



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR FF O

### Introduction

This hearing convened pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent. The tenant and the landlord participated in the teleconference hearing.

### Preliminary Issue – Void Notice to End Tenancy

At the outset of the hearing the parties agreed that the tenant paid the outstanding rent within five days of having received the notice, and therefore the notice was void.

The only remaining issue was the tenant's claim for recovery of his filing fee.

### Issue(s) to be Decided

Is the tenant entitled to recovery of the filing fee?

### Background and Evidence

In August 2014 the landlord served the tenant with a 12-month notice to end tenancy for landlord's use. The notice indicates that on or before the effective date of the notice, the landlord must pay the tenant an amount equal to 12 months' rent. The tenant did not pay rent on September 1, 2014, and on September 3, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent.

The tenant stated that he did not pay the rent when it was due because he misunderstood the compensation term of the 12-month notice to end tenancy for landlord's use. The tenant stated that he corrected the situation as soon as he could. The tenant stated that he thought that he had to dispute the notice because the landlord has issued more than one notice to end tenancy.

The landlord stated that the tenant should not be entitled to recovery of his filing fee because the tenant admitted that he did not read the 12-month notice and it was the tenant's mistake that he failed to pay rent when due.

### Analysis

I find that the tenant is not entitled to recovery of the filing fee for the cost of his application. The tenant erred in failing to pay the rent when due; further, because the tenant paid the rent within five days of having received the notice, it was not necessary for him to apply to cancel the notice.

### Conclusion

The notice to end tenancy for unpaid rent dated September 3, 2014 is void.

The tenant's application for recovery of his filing fee is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: November 19, 2014

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Residential Tenancy Branch

