



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MT; CNL; O; FF

Introduction

This Hearing dealt with the Tenant's Application filed October 8, 2014, for "other" orders; and to recover the cost of the filing fee from the Landlord. On October 15, 2014, the Tenant amended his Application to include a request for more time to cancel a Notice to End Tenancy.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony at the Hearing.

It was determined that the Tenant hand delivered the Notice of Hearing documents, including his amended Application, to the Landlord on October 16, 2014. It was also determined that the parties exchanged copies of their documentary evidence.

Preliminary Matter

The Tenant's Application for Dispute Resolution indicates that he is seeking "other" relief; however, he did not provide sufficient details in his Application with respect to what other relief he is seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of the Tenant's application is dismissed.

The Tenant did not indicate on his Application that he wished cancel the Notice to End Tenancy; however, the Landlord stated that she understood that this was the purpose of his Application. Therefore, I amended his Application to include a request to cancel a Notice to End Tenancy for Landlord's Use.

The Tenant provided a copy of the Notice to End Tenancy. This Notice was given for Landlord's Use under Section 49(6)(e) of the Act, which means that the Tenant had 15

days from receipt of the Notice to file an Application to cancel it. The parties agreed that the Tenant received the Notice on September 30, 2014. I find that the Tenant filed his Application within the legislated time limit and therefore his application for more time to file his Application is not required and is dismissed.

The Hearing continued with respect to the Tenant's application to cancel the Notice to End Tenancy and for recovery of the cost of the filing fee.

Issue to be Decided

Should the Notice to End Tenancy issued September 30, 2014, be cancelled?

Background and Evidence

The Landlord stated that she is "physically ill" and that she needs to have a caretaker in the rental unit.

The Tenant provided a copy of the tenancy agreement in evidence.

The tenancy agreement is a three year lease, commencing April 15, 2013, and ending March 30, 2016.

Analysis

I explained to the parties that the Landlord could not end the tenancy under the provisions of Section 49 of the Act before the end of the term.

The Tenant indicated that he would be prepared to negotiate an earlier end to the tenancy, but he was not in a position to come to an agreement regarding the end-of-tenancy date during the Hearing. The Tenant stated that he has not found alternate accommodation yet.

I encouraged both parties to speak to an Information Officer if they had any procedural questions.

The Tenant has been successful in his application to cancel the Notice and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Landlord.

Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct \$50.00 from future rent due to the Landlord.

Conclusion

The Notice to End Tenancy issued September 30, 2014, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant may deduct **\$50.00**, representing recovery of the cost of the filing fee, from future rent 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: November 25, 2014

Residential Tenancy Branch

