



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AS, RR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy; to allow the tenant to assign or sublet the rental unit; to allow the tenant a rent reduction; and to recover the filing fee.

The hearing was conducted via teleconference and was attended by the tenant; her agent and an agent for the landlord.

At the outset of the hearing the parties agreed that all matters are resolved between the parties; that the tenancy will continue and that the landlord will make certain repairs to the rental unit.

The parties agreed, during the hearing, that the landlord could make the repairs to the windows of the rental unit on Thursday January 7, 2015. As such, I note the requirements to provide notice of entry to the rental unit by the landlord on that date are satisfied by this agreement.

I note the only outstanding issue between the parties is the tenant's request to recover the filing fee for this Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Analysis

From the testimony of both parties, I find the parties negotiated their agreement just prior to the hearing. While I accept the parties did reach an agreement I find it was precipitated by the tenant pursuing her claim by filing her Application for Dispute Resolution.

I further find that the tenant would not have been required to file an Application if the landlord had not issued a 1 Month Notice to End Tenancy for Cause in the first place. When the landlord agreed to cancel the Notice it was after the tenant had already been required under Section 47 of the *Act* to have submitted her Application to dispute the Notice.

As such, I find the tenant had no choice but to apply to cancel the Notice and has incurred the loss of \$50.00 for filing her Application. As the landlord has since cancelled the Notice I find it is appropriate for the landlord to cover the tenant's loss.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the tenant for this application.

I order the tenant may deduct this amount from her next rent payment pursuant to Section 72(2)(a).

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: January 04, 2016

Residential Tenancy Branch

