



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KENSON REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “the Notice”), and to recover the filing fee.

An agent for the Landlord, an agent for the strata council, and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant provided a copy of the Notice into evidence. The Landlord confirmed receipt of the Tenant’s Application and the Tenant confirmed receipt of the Landlord’s documentary evidence.

The Tenant confirmed receipt of the Notice dated January 28, 2016 on the same date by personal service. The Tenant applied to dispute the Notice on February 9, 2016. Therefore, after taking into account the provisions of Section 25(3) of the *Interpretation Act* which allows for time limits to be extended on days that a business office is closed, I find the Tenant disputed the Notice within the ten day time limit stipulated by Section 47(4) of the Act.

At the start of the hearing, the parties were offered an opportunity to resolve this matter between them by mutual agreement. The parties engaged into a lengthy discussion about ending the tenancy mutually but the discussions proved to be unsuccessful as the Tenant disputed the Landlord’s evidence regarding the Notice.

Before the hearing moved forward to hear the Landlord’s evidence, the Landlord’s agent decided to withdraw the Notice as he wanted to pursue other avenues and remedies under the Act to end the tenancy. The Tenant agreed to the Landlord withdrawing the Notice and as a result withdrew her Application to cancel the Notice. The parties confirmed their voluntary agreement to withdraw the Notice both during and at the end of the hearing.

As the parties agreed to withdraw the Notice, they agreed to split the \$100.00 filing fee the Tenant had paid to make the Application. Therefore, pursuant to Section 72(2) (a) of the Act, the Tenant may recover this amount by deducting \$50.00 from her next installment of rent. The Tenant may want to provide a copy of this decision to the Landlord when paying her next installment of rent.

Conclusion

The parties agreed that the Notice dated January 28, 2016 would be withdrawn and the tenancy will continue until such time it is ended in accordance with the Act. The Tenant withdrew the Application. The parties agreed that the Tenant may deduct half of the filing fee of \$50.00 from her next installment of rent.

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: March 22, 2016

Residential Tenancy Branch