



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Arias & Associates Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MT; CNR; FF

Introduction

This is the Tenant's Application for Dispute Resolution made February 6, 2018, seeking an extension of time to dispute a notice to end tenancy; to cancel a Notice to End Tenancy for Unpaid Rent issued January 25, 2018; and to recover the cost of the filing fee from the Landlord.

Both parties attended the Hearing and gave affirmed testimony.

The Tenant stated that she mailed the Notice of Hearing package to the Landlord, by registered mail, on March 7, 2018. The Tenant provided the tracking number for the registered document. It was determined that the Landlord received the Notice of Hearing package on March 12, 2018.

At the outset of the Hearing, the Landlord's agent applied to cancel the Notice to End Tenancy, stating that he no longer wishes to obtain an Order of Possession.

The Tenant stated that there have been "4 or 5 notices in the last year". She provided the file number for the most recent one before the subject Notice to End Tenancy. A search of the Residential Tenancy Branch's electronic filing system provides that the file number was the Landlord's Application for Dispute Resolution which was made by way of Direct Request. The Landlord's Application was considered and an Order of Possession and Monetary Order for unpaid rent was issued on November 27, 2017. On December 27, 2017, the Tenant was successful on her Application for Review Consideration which was made on the allegation of fraud. The Tenant served the Landlord with the Notice of Review Hearing, which the Landlord received by registered mail on January 22, 2018. The Landlord issued a new Notice to End Tenancy on

January 25, 2018. The Review Hearing took place on February 6, 2018, but the Landlord did not attend the Hearing.

The Landlord did not provide sufficient evidence that the Tenant owes any rent. In fact, he applied to withdraw the Notice to End Tenancy issued January 25, 2018. Therefore, I find that the Notice is not a valid notice to end the tenancy and it is cancelled.

I find that the Tenant is entitled to recover the cost of the \$100.00 filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct \$100.00 from future rent due to the Landlord.

The Landlord is hereby cautioned that repeatedly issuing invalid Notices to End Tenancy may be construed as harassment, for which the Tenant may be entitled to monetary compensation.

Conclusion

The Notice to End Tenancy issued January 25, 2018, is cancelled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenant may deduct \$100.00, representing recovery of the cost of the filing fee, from future rent due to the Landlord.

The Landlord is hereby cautioned that repeatedly issuing invalid Notices to End Tenancy may be construed as harassment, for which the Tenant may be entitled to monetary compensation.

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: April 19, 2018

Residential Tenancy Branch