



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) by the tenant under the *Residential Tenancy Act* (“Act”) to cancel a 1 Month Notice to End Tenancy for Cause dated December 5, 2018 (“1 Month Notice”), for a monetary claim for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

On February 7, 2019, the hearing commenced and after 63 minutes, the hearing was adjourned. An Interim Decision dated February 11, 2019 (“Interim Decision”) was issued which should be read in conjunction with this decision.

On April 4, 2019, the hearing reconvened and at that time, the landlord stated that the landlords made the decision to withdraw the 1 Month Notice in full. The tenant and tenant advocate did not object to the landlord’s withdrawal of the 1 Month Notice.

As the withdrawal of the 1 Month Notice came after the first hearing where the parties provided evidence relating to the 1 Month Notice over the course of 63 minutes, the parties were advised that I would be granting the tenant the filing fee of \$100.00 pursuant to section 72 of the *Act*.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee?

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I find this matter is now moot as the parties agreed that the 1 Month Notice has been mutually withdrawn by the parties.

Accordingly, I order the tenancy to continue until ended in accordance with the *Act*.

As noted above, I grant the tenant the filing fee of **\$100.00** pursuant to section 72 of the *Act*. I have made this decision as the tenant disputed the 1 Month Notice within the required timeline provided for under section 47 of the *Act* and that the landlord withdrew the 1 Month Notice between the time of the first portion of the hearing, which began on February 7, 2019, and the reconvened hearing date of April 4, 2019.

I grant the tenant a monetary order pursuant to section 67 of the *Act* in the amount of \$100.00. I have granted a monetary order versus a one-time rent reduction as the tenant stated that the landlord has served a new notice to end tenancy since the February 7, 2019 hearing date which does not require May 2019 rent to be paid.

Conclusion

The tenant's application is now moot as the parties have confirmed that the 1 Month Notice has been mutually withdrawn and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$100.00 as indicated above.

This decision will be emailed to the parties at the email addresses confirmed during the hearing.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 4, 2019

Residential Tenancy Branch