



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

**CNR FFT**

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 10 Day Notice to End Tenancy for unpaid rent or utilities pursuant to section 46; and
- Authorization to recover the filing fees from the the landlord pursuant to section 72.

The landlord did not attend this hearing scheduled for 9:30 A.M., although I left the teleconference hearing connection open until 9:45 A.M. to enable the landlord to call in. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant testified that on April 10, 2019, she served the landlord with the Notice of Dispute Resolution proceedings by registered mail to two addresses: first, the address provided on the tenancy agreement and second, to the address provided on a two month notice to end tenancy for landlord's use. Tracking numbers for the mailings are shown on the cover page of this decision. I find the landlord deemed served with the Notice of Dispute Resolution proceedings five days after mailing, pursuant to sections 88 and 90 of the Act.

In accordance with Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* ("Rules"), this hearing was conducted in the absence of the landlord.

### Issue(s) to be Decided

Should the 10 Day Notice be cancelled?

Can the tenant recover the filing fee from the landlord?

### Background and Evidence

The tenant testified she was served with a 2 month notice to end tenancy for landlord's use on February 17, 2019 with an effective (move-out) date of April 30, 2019. The tenant refused to pay rent for the month of April, 2019 as she understood she was entitled to withhold one month's rent when being served with a 2 month notice.

On April 8, 2019, the landlord served the tenant with a 10 Day Notice for Unpaid Rent ("Notice") which the tenant disputed on April 10, 2019. The Notice indicates the tenant failed to pay the rent that was due on April 1, 2019.

On April 30, 2019, the tenant moved out of the rental unit in accordance with the 2 month notice.

### Analysis

As the tenancy ended on April 30, 2019, the tenant's application to dispute the 10 Day Notice is dismissed pursuant to section 62(4) as it does not disclose a dispute that may be determined under Part 5 of the *Act*.

The tenant was not successful in her claim and is not entitled to the recovery of the \$100.00 filing fee for the cost of this application.

### Conclusion

The tenant's application is dismissed.

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: May 03, 2019

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Residential Tenancy Branch