



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

CNE, FFT

### Introduction

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

- cancellation of the One Month Notice to End Tenancy for End of Employment, pursuant to section 48; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant's advocate testified, and the landlord confirmed, that the landlord was served with the notice of dispute resolution package via registered mail. I find that the landlord was served with the tenant's application for dispute resolution in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for End of Employment, pursuant to section 48 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed that the landlord posted a One Month Notice to End Tenancy for End of Employment (the "One Month Notice") on the tenant's door on September 1, 2019. The landlord testified that he subsequently cancelled the One Month Notice and confirmed in the hearing that he is not pursuing an Order of Possession based on the One Month Notice.

### Analysis

Based on the landlord's testimony, I find that the One Month Notice is cancelled and of no force or effect.

As the tenant was successful in his application, I find that he is entitled to recover the \$100.00 filing fee from the landlord, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a landlord to make a payment to the tenant, the amount may be deducted from any rent due to the landlord. I find that the tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

### Conclusion

The One Month Notice is cancelled and of no force or effect.

The tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

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: November 15, 2019

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Residential Tenancy Branch