



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, OLC, FFT

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:19 a.m. in order to enable them to call into this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only ones who had called into this teleconference.

At the hearing, the tenant gave sworn testimony that they handed the landlord a copy of their dispute resolution hearing package on January 20, 2021. On the basis of this undisputed sworn testimony, I find that the landlord was served with this package in accordance with section 89 of the *Act*.

At the hearing, the tenant withdrew their application to cancel the 2 Month Notice and their application requiring the landlord to comply with the *Act* because they moved out of the rental unit the previous day. They did ask for the recovery of their filing fee because

they said that without applying the landlord was unaware that they had to credit the tenant with the equivalent of one month's rent after having issued the 2 Month Notice.

#### Issues(s) to be Decided

Is the tenant entitled to recover the filing fee for this application from the landlord?

#### Background and Evidence

This tenancy began by way of a one year fixed term Tenancy Agreement that took effect on May 1, 2006. At the expiration of the initial term, this tenancy converted to a month-to-month tenancy.

The tenant originally applied to cancel the 1 Month Notice issued on January 14, 2021.

#### Analysis

In the absence of any written or oral evidence from the landlord to the contrary, I accept the tenant's assertion that they needed to apply for dispute resolution in order to ensure that the landlord complied with the provisions of section 51(1) of the Act. This is the requirement that a landlord compensate a tenant the equivalent of one month's rent after issuing a 2 Month Notice.

I allow the tenant's application to recover their \$100.00 filing fee from the landlord.

#### Conclusion

I issue a monetary Order in the amount of \$100.00 in the tenant's favour. The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The remainder of the tenant's application is withdrawn.

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 15, 2021

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Residential Tenancy Branch