



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause ("1 Month Notice") dated April 1, 2021; orders for the landlord to comply with the Act, regulations or tenancy agreement; and, recovery of the filing fee.

The tenant appeared at the hearing and was affirmed. The tenant was ordered to not make an audio recording of the proceeding.

There was no appearance at the hearing on part of the landlord. The tenant submitted two registered mail receipts as proof he served the landlord with the hearing materials on April 22, 2021. The tenant testified that the first registered mail package was delivered but the second package was returned unclaimed. The address used to serve the landlord was the landlord's service address provided on the 1 Month Notice. I was satisfied the tenants met their obligation to serve the landlord in a manner that complies with the Act and I continued to hear from the tenant without the landlord present.

I noted that the landlord had uploaded evidence for this proceeding to the Residential Tenancy Branch portal on May 24, 2021. The tenant confirmed he also received the same documents from the landlord. Upon review of the landlord's materials, I found they were consistent with the landlord rescinding the 1 Month Notice and issuing the tenant a cheque in the amount of \$100.00 to compensate him for the filing fee. The landlord also responded to the tenant's request for orders for compliance by striking out the subject term in the tenancy agreement Addendum that the tenant pointed to in his Application for Dispute Resolution, and initialling the change.

The tenant testified that he returned the \$100.00 cheque as he did not want to withdraw his Application for Dispute Resolution and he wanted formal resolution. Subsequently,

on June 1, 2021, the residential property ownership changed and the landlord named on this Application for Dispute Resolution is no longer the tenant's landlord.

The tenant testified that he informed the current landlord of the 1 Month Notice that had been served upon them and the current landlord responded that it does not intend to end their tenancy and was unaware of any hearing. The tenant also stated that he does not have any issues with the current landlord that require resolution.

In the circumstances before me, I am of the view the landlord who issued the 1 Month Notice has withdrawn it, and this is consistent with the tenant's request that it be cancelled. Nor, was there any submission by the tenants' current landlord indicating the 1 Month Notice issued by the former landlord should be upheld. Therefore, I order the 1 Month Notice dated April 1, 2021 is cancelled and is of no force or effect.

Although the former landlord issued a cheque to the tenant as compensation for the filing fee, the tenant stated he had returned it to the former landlord, unaware she was going to about to transfer ownership of the property. The tenant requested that I provide a Monetary Ordre against the former landlord so that he may recover the filing fee. I grant the tenant's request considering the tenants filed this Application for Dispute Resolution upon receiving a notice to end tenancy and the landlord rescinded it after the tenant filed. Therefore, I provide the tenants with a Monetary Order for recovery of the filing fee against the former landlord.

Having heard the landlord named on this Application for Dispute Resolution is no longer the landlord, I do not issue any orders for compliance to the former landlord. If issues arise with the current landlord that require formal resolution the tenants are at liberty to make another Application for Dispute Resolution naming their current landlord.

### Conclusion

The 1 Month Notice dated April 1, 2021 is cancelled and is of no force or effect.

The tenants are provided a Monetary Order against the former landlord for recovery of the filing fee.

I make no orders for compliance with this decision against the former landlord. Should the tenant require orders for compliance against their current landlord the tenants may make another Application for Dispute Resolution and name and serve their current 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: August 12, 2021

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Residential Tenancy Branch