



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding West Fraser Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT, CNC-MT, FFT

### Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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

- more time to cancel a Notice to End Tenancy, pursuant to section 66;
- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant and an agent for the landlord (the "agent") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision.

The tenant's first application named a different landlord than the tenant's second application. The tenant testified that she made an error on the first application and instead of naming the landlord as her landlord, she named her workplace as her landlord. The tenant testified that due to the above error, she did not serve the landlord with the first application for dispute resolution and instead filed the second application and named the correct landlord.

As the first application did not name the correct landlord and was not served, I dismiss the claims made within it, without leave to reapply.

Both parties agree that the second application was served on the landlord via registered mail. I find that the second application for dispute resolution was served in accordance with section 89 of the *Act*.

The agent testified that the landlord did not serve the tenant with evidence because the landlord is not seeking an Order of Possession pursuant to the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated September 28, 2021. The agent testified that the landlord is not seeking an Order of Possession because the tenant claimed in her application for dispute resolution that she was only served with pages 1 and 3 of the One Month Notice. The agent testified that since the tenant did not receive all three pages, the One Month Notice cannot be enforced. The tenant agreed that she only received pages 1 and 3 of the One Month Notice.

The agent testified that the reasons to end the tenancy expressed in the One Month Notice are still ongoing concerns. The agent was informed that the landlord remains at liberty to serve the tenant with another One Month Notice if the landlord believes they have cause to end the tenancy.

As both parties agree that all three pages of the One Month Notice were not served on the tenant and because the landlord is not seeking an Order of Possession, I find that the One Month Notice is cancelled and of no force or effect.

As the tenant was successful in the second application for dispute resolution, I find that the tenant is entitled to recover the \$100.00 filing fee from the second application, 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.

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: February 14, 2022

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Residential Tenancy Branch