



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M, OLC, FFT

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On December 3, 2021, the Tenant applied for:

- an order to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use (the Four Month Notice);
- an order for the Landlord to comply with the Act, regulation, and/or the tenancy agreement; and
- the filing fee

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified that he served the Notice of Dispute Resolution Proceeding and his evidence on the Landlord by registered mail on December 7, 2021, and the Landlord confirmed she received the documents. I find the Tenant served the Landlord in accordance with section 89 of the Act.

The Landlord testified that she served her responsive evidence on the Tenant by registered mail on January 31, 2022, and the Tenant confirmed he received it. I find the Landlord served the Tenant in accordance with section 88 of the Act.

Issues to be Decided

- 1) Is the Tenant entitled to an order to cancel the Four Month Notice, and if not, is the Landlord entitled to an order of possession?
- 2) Is the Tenant entitled to an order for the Landlord to comply with the Act, regulation, and/or the tenancy agreement?
- 3) Is the Tenant entitled to the filing fee?

Preliminary Matters

The parties agreed on the following particulars of the tenancy. It began January 1, 2021; rent is \$1,200.00, due on the first of the month; and the Tenant paid a security deposit of \$600.00, which the Landlord still holds.

As the Landlord and Tenant agree that the Landlord did not serve the Tenant with a Four Month Notice to End Tenancy, I dismiss the Tenant's claim to cancel a Four Month Notice. The tenancy will continue until it is ended in accordance with the Act.

Residential Tenancy Branch Rule of Procedure 2.2 states that the claim is limited to what is stated in the application. As the Tenant's claim for an order for the Landlord to comply with the Act, regulation, and/or the tenancy agreement did not clearly identify an issue I could adjudicate, I dismiss it.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant is partially successful in his application, I order the Landlord to pay the \$100.00 filing fee the Tenant paid to apply for dispute resolution.

Pursuant to section 72 of the Act, the Tenant is authorized to make a one-time deduction of \$100.00 from a future rent payment in satisfaction of the above-noted award.

Conclusion

The tenancy will continue until it is ended in accordance with the Act.

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 18, 2022

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Residential Tenancy Branch