



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: CNC, MNDC, OLC

## Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause, for a Monetary Order for compensation for loss or damage under the Act or tenancy agreement and for an Order that the Landlord comply with the Act.

## Issue(s) to be Decided

1. Is the Landlord entitled to end the tenancy?
2. Is the Tenant entitled to compensation for damages and if so, how much?

## Background and Evidence

This tenancy started approximately 7 years ago. The Landlord served the Tenant on or about January 26, 2009 with a One Month Notice to End Tenancy for Cause which alleged the Tenant was repeatedly late paying rent. Neither party provided a copy of the Notice as evidence at the hearing.

The Tenant also sought to recover overpayments of rent in the total amount of \$4.00 and claimed that repairs made to her bathroom sink on or about February 17, 2009 (after she filed her application in this matter) were inadequate.

## Analysis

Section 47(3) of the Act says that a Notice to End Tenancy issued under this part must comply with s. 52 of the Act. Section 52 of the Act says that in order for a Notice to be enforceable, it must be in the approved form and contain specific information (as set out). In the absence of a copy of the Landlord's Notice, I find there is insufficient evidence that the Notice is enforceable. Consequently, the Tenant's application to cancel the Notice to End Tenancy for Cause served on her on January 26, 2009 is granted.

With respect to the Tenant's application for compensation of \$4.00 for an overpayment of rent, I find that she has not applied to dispute a rent increase, and accordingly, that part of her application is dismissed with leave to re-apply.

With respect to the Tenant's application to make repairs to her bathroom sink, I find that she did not seek this relief in her application when she filed it on February 3, 2009 and did not amend her application to include this as a claim. The Tenant admitted that when she sought an Order that the Landlord comply with the Act, she was not asking for a repair order. It was not clear what the Tenant intended when she applied for an Order that the Landlord comply with the Act. Consequently, the Tenant's application for an Order that the Landlord comply with the Act is dismissed.

### Conclusion

The One Month Notice to End Tenancy for Cause served on the Tenant on January 26, 2009 is cancelled and the tenancy will continue. The Tenant's application for a monetary order for compensation is dismissed with leave to re-apply and her application for an order that the Landlord comply with the Act is dismissed.