



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, MT, MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy and for compensation for loss under the Act.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause; to a monetary Order for loss under the Act; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on December 19, 2008 as a month to month tenancy with a monthly rent of \$750.00 due on the 1st of the month. A security deposit of \$315.00 was paid on December 19, 2008.

The landlord issued a 1Month Notice to End Tenancy for Cause dated October 14, 2009 for an effective vacancy date of November 14, 2009 citing that the tenant put the landlord's property at significant risk; the tenant has caused extraordinary damage to the unit; the tenant has not done repairs of damage to the unit; breach of a material term of the tenancy agreement that was not corrected within a reasonable time.

The tenant submitted a handwritten summary of the service of the document and stating that the landlord had indicated that if the tenant pays a \$500.00 fine to the city the landlord would withdraw the Notice to End Tenancy.

In the hearing the landlord confirmed that he would withdraw the Notice if the tenant paid the fine. The fine is related to a shed the landlord gave permission to the tenants to build but the landlord did not get a permit from the city. The tenant's built the shed and the city did an inspection and told the landlord/tenants the shed must be removed.

The shed was demolished and the tenants left the belongings that had been in the shed were left in the yard. The landlord had promised the tenant's a bin to put everything in but the tenant's never received the bin. The city then warned and subsequently fined the landlord for the mess in the yard.

The tenant was also seeking damages in the amount of \$1500.00 for the construction of the shed as they paid for the supplies to build it. The tenant did not submit any receipts to substantiate the value.

Analysis

I find the landlord issued the Notice to End Tenancy purely in retaliation for getting a fine from the city. As such, the landlord has no cause to end the tenancy that is in compliance with Section 47 of the *Act*.

As the tenant has not provided any evidence showing the value of the supplies to build the shed and as the removal of the shed does not entitle the tenants to replacement value for the shed, I dismiss this part of the tenant's application.

Conclusion

Based on the above, I find the 1 Month Notice to End Tenancy for Cause dated October 14, 2009 is of no effect. I find the tenancy is in full force and effect.

As the tenant was partially successful in her application she is entitled to recover the \$50.00 filing fee. I order the tenant can reduce a rent payment by this amount in compliance with Section 72 (2).

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: December 10, 2009.

Dispute Resolution Officer