



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MT, MNDC, FF, O

### Introduction

This hearing dealt with the tenant's application for a more time to cancel a notice to end tenancy and for a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

At the start of the hearing, I clarified with the tenant if he had intended to apply to cancel the notice to end tenancy and he stated that he had not. He also indicated that he did not need more time to apply to cancel the notice, I have amended the tenant's application to reflect this.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damages and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on September 28, 2006 for a month to month tenancy beginning on October 1, 2006 for a monthly rent of \$600.00 due on the 1<sup>st</sup> of the month, a security deposit of \$300.00 was paid;
- Letters from the landlord to the tenant dated May 8, 2007; September 8, 2008; November 23, 2009; and January 5, 2010 regarding late payments of rent and the tenant's account balance;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent, issued on January 5, 2010 with an effective vacancy date of January 21, 2010 for unpaid rent in the amount of \$2,085.00;
- A copy of a previous Dispute Resolution Decision from a hearing between these two parties held on January 5, 2010; and
- Email correspondence between the tenant and the landlord's agent dating between January 3, 2010 and January 8, 2010 regarding this dispute.

The tenant provided no documentary evidence but testified that he wanted the landlord to stop invading his privacy and would not pay rent until the landlord stopped. He stated the landlord told other tenants what work he had done in his rental unit and the landlord held a meeting with the other tenants that was about the applicant tenant where they talked about the applicant tenant's personal life.

During the hearing I advised the tenant that he needed to show that he had suffered a loss or damage and that that loss or damage resulted from a violation of the *Residential Tenancy Act*. The tenant provided no testimony supporting a violation of the *Act*.

### Analysis

Based on the testimony provided by the tenant I find there was no violation of the *Act* that resulted in loss or damage to the tenant.

Regardless of the tenant's complaint regarding an invasion of his privacy, I remind the tenant that Section 26 of the *Act* requires a tenant to pay rent when it is due. If the tenant does not pay rent when it is due, the landlord may end a tenancy for unpaid rent according to Section 46.

### Conclusion

Based on the above findings, I dismiss the tenant's application in its entirety, without leave to reapply.

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 26, 2010.

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Dispute Resolution Officer