



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNC, MNDC

Introduction

This hearing dealt with the tenant's application for cancellation of a notice to end tenancy / and a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to either or both of the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which the parties agree began on August 1, 2010. Currently, monthly rent is \$700.00, and a security deposit of \$350.00 was collected.

The landlord issued a 1 month notice to end tenancy for cause dated March 25, 2011. Reasons shown on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

Subsequently, on March 31, 2011 the tenant filed an application to dispute the notice.

In her application the tenant also seeks to recover what she claims was a \$40.00 cash payment to "Roto Rooter" for services to unplug her toilet. Her evidence does not include a receipt for such payment, and neither is there a record of her having taken this problem to the landlord's attention.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by not later than 1:00 p.m., Tuesday, May 31, 2011, and that an order of possession will be issued in favour of the landlord to that effect.

“SC,” the person assisting the tenant, expressed optimism that alternate accommodation will be found for the tenant prior to May 31, 2011. For her part, the tenant expressed the hope that her new home will permit pets. She also stated that as she owns little or no furniture, she hopes either that her new home will be furnished or that, in the alternative, she may obtain assistance with acquiring some furniture.

As to the tenant’s claim for compensation, in the absence of sufficient evidence to support either that the cost was incurred, or that it was through no fault of her own that the toilet became plugged, I must dismiss this aspect of the application.

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than 1:00 p.m., Tuesday, May 31, 2011. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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*.

DATE: April 20, 2011

Residential Tenancy Branch