



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, MNDC, OLC, FF

### **Introduction**

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated January 27, 2012, for compensation for damage or loss under the Act or tenancy agreement, for an Order that the Landlord comply with the Act, Regulations or tenancy agreement and to recover the filing fee for this proceeding.

### **Issue(s) to be Decided**

1. Does the Landlord have grounds to end the tenancy?
2. Is the Tenant entitled to compensation?

### **Background and Evidence**

This fixed term tenancy started on September 1, 2011 and expires on February 29, 2012. Rent is \$725.00 per month. On January 27, 2012, the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause dated January 27, 2012.

The Tenant said he took time off work to file his application in this matter and as a result, he sought compensation for lost employment earnings. The Tenant said he was also seeking an Order to restrain the Landlord from "harassing him."

### **Analysis**

Section 63(2) of the Act says that "if the parties agree to settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order." During the hearing, the Parties agreed as follows:

1. The Landlord agrees to withdraw the One Month Notice to End Tenancy for Cause dated January 27, 2012;
2. The Tenant agrees to withdraw his application to cancel the One Month Notice; and
3. The Parties agree that the tenancy will end on February 29, 2012 (and pursuant to s. 37(1) this will be at 1:00 p.m. unless the parties arrange a different time).

The Act does not make provision for a party to recover costs associated with making and participating in a dispute resolution proceeding (other than to recover the filing fee). I find that the Tenant's claim for compensation for lost employment income is a claim for costs and as a result, it is dismissed without leave to reapply.

Given that the tenancy will be ending in 9 days and that the Landlord may during that period need to show the rental unit to prospective tenants or inspect the unit with a view to readying it for a new tenant or arrange for a move out inspection with the Tenant, I find that it would not be appropriate to make any orders interfering with the Landlord's obligations in this regard. The Landlord is already required to comply with s. 29 of the Act (ie. right of a Landlord to enter a rental unit) and as a result, the Tenant is granted leave to reapply for this relief should it be necessary.

As part of the Tenant's application in this matter was resolved by way of an agreement of the Parties and the other part of his application was dismissed, I find that it would not be an appropriate case to Order that the Landlord bear the cost of the filing fee paid by the Tenant for this application and as a result, this part of his claim is also dismissed without leave to reapply.

### **Conclusion**

The Tenant's application to cancel a One Month Notice to End Tenancy for Cause dated January 27, 2012 is withdrawn. The Tenant's application for compensation and to recover the filing fee for this proceeding is dismissed without leave to reapply. The Tenant's application for an Order that the Landlord comply with the Act, regulations or tenancy agreement is dismissed with 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 20, 2012.

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Residential Tenancy Branch