



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MNDC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant only.

The tenant testified he served the landlord with the notice of hearing documents and his Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on April 4, 2012 in accordance with Section 89.

In addition the tenant the following notation from a dispute resolution hearing decision granted on April 12, 2012 in which the landlord was granted an order of possession for this dispute address: "The landlord testified that the tenant has filed his own Application for Dispute Resolution to cancel the Notice to End Tenancy. The landlord provided the file number for the tenant's Application."

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

In addition, since the matter of possession was determined in the hearing noted above and with the tenant's consent I amend the tenant's Application to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss resulting from the tenancy, pursuant to Sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenant testified the tenancy began in June 2011 as a month to month tenancy for a monthly rent of \$550.00 usually due on the 1<sup>st</sup> of each month with a security deposit of \$275.00 paid.

The tenant acknowledges the landlord has received an order of possession for the 1 Month Notice to End Tenancy for Cause that the landlord issued because the rental unit must be vacated to comply with a government order.

The tenant also submitted into evidence a copy of a letter addressed to the landlord on March 14, 2012 and a Planning and Land Use Standing Committee Report dated March 12, 2012 from the local municipal government. The Report states: "A further investigation conducted in early 2011 revealed that the property was again being used as a rooming house and was occupied by 11 unrelated adults in violation of both the *Zoning Regulation Bylaw* and the restrictive covenant."

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I accept the tenant's position that had he known at the time the landlord that he was looking for a rental unit that the landlord was already non-compliant with a city bylaw in relation to the use and occupancy of the residential property he would have not likely entered into a tenancy with this landlord.

I also accept, from the letter and report submitted that at the time the tenant entered into the tenancy agreement with the landlord that the landlord would have been fully aware of his non-compliance with the local bylaw.

Section 32 of the *Act* requires that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

As a result and with no other evidence or testimony disputing the tenant's position, I find the landlord has violated the *Act* by failing to meet the housing standards required by law. I also find the tenant as suffered a loss resulting from the breach and that the amount equivalent to 1 month's rent is suitable compensation for the tenant.

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$550.00** comprised of compensation.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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*.

Dated: April 23, 2012.

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Residential Tenancy Branch