



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, CNC, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause, an order to have the landlord comply with the Act and a monetary order as compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is tenant entitled to any or all of the above under the Act, the regulations or the tenancy agreement?

### Background and Evidence

The tenancy began on or about October 1, 2009. Rent in the amount of \$2050.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1025.00.

The landlord gave the following testimony; issued a One Month Notice to End Tenancy for Cause dated April 27, 2012 but was submitted to the tenant's sometime between May 1-3, 2012, wants the tenant's out because they have damaged the property, the tenants keep the suite very messy, mould is forming all around the bathroom, has been trying to sell the condo but due to the condition of the unit has been unable to, and asks that the tenancy end on or before June 30, 2012.

The tenant's gave the following testimony; adamantly dispute the statement of the landlord and their witness in regards to the condition of the unit, testified that the unit is

in very good condition, no damage has been done, no mould has formed anywhere in the unit, and have cooperated with the landlord and their realtor for viewings and do not feel they are hindering the sale of the unit in anyway.

### Analysis

The tenant is the sole applicant in this matter and as such bears the responsibility of proving their case.

I address each of the tenant's claims as follows;

The tenant is seeking the equivalent of one month's rent for allowing the landlord's agent to conduct viewings on the weekend and that the landlord should comply with the Act in this regard. The landlord stated that compensation would be given if the unit was sold and if it was required that the tenant vacate the unit, as of today's hearing it was not. The landlord disputes any arrangement for compensation for weekend viewings. The tenant has not provided any documentation that this was agreed upon and based on the insufficient evidence before me I dismiss this portion of the tenant's application.

The tenant is seeking to have the Notice set aside. The landlord issued the Notice to the tenant for causing extraordinary damage to the unit; however the landlord and their witness consistently referred to the unit as untidy and messy. The landlord submitted some faxed copies of photos of what they deemed to be damage however the photos are of an extremely poor quality and are not at all helpful. The tenant acknowledged that the toilet needs some "maintenance" but overall the unit is free of damage. Based on the testimony before me and the insufficient evidence provided by the landlord I am unable to ascertain whether there is any "extraordinary damage" and accordingly I order that the Notice be set aside.

The Notice has no effect or force.

The tenancy continues. As the tenant's have been only partially successful in their application I decline to award the recovery of the filing fee.

Conclusion

The Notice is set aside. The tenancy continues.

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: June 06, 2012.

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Residential Tenancy Branch