



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL; MNDC; OLC; FF

Introduction

This Hearing dealt with the Tenant's application to cancel a *Notice to End Tenancy for Landlords Use* issued April 1, 2013, (the "Notice"); compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing

It was determined that the Tenant hand delivered the Notice of Hearing documents to the Landlord on April 4, 2013.

Preliminary Matters

At the outset of the Hearing, the Tenant stated that she has accepted the Notice and that she has given her 10 day notice to end the tenancy under the provisions of Section 50(1), with an effective end of tenancy date of May 3, 2013. The Landlord acknowledged receipt of the Tenant's notice to end the tenancy. Therefore, the Tenant's application to cancel the Landlord's Notice is dismissed.

The Tenant's Application indicates that she is requesting an Order that the Landlord comply with the Act, regulation or tenancy agreement. However, the Tenant did not provide any details in her Application with respect to which Section of the Act, regulation or tenancy agreement she was seeking compliance. The Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section, but no details were provided. Therefore this portion of the Tenant's application is dismissed.

Issue to be Decided

Is the Tenant entitled to compensation for damage or loss?

Background and Evidence

The Tenant testified that the Landlord recently started giving her warnings for every little thing. She stated that she didn't understand why he was so upset because she opened a window. She stated that the Landlord also complained about the number of people who were visiting the Tenant.

The Tenant stated that she ticked the box seeking compensation because a government agent told her to, based on loss of peaceful enjoyment of the rental unit.

The Tenant testified that the Landlord insisted that rent be paid in cash, but would not issue complete receipts. The Tenant stated that the receipts simply said "rent paid in full" for the month that rent was paid, but did not indicate how much the rent was. Copies of receipts were provided in evidence. The Tenant stated that the Landlord's co-workers were following her around.

The Landlord stated that he was concerned about the Tenant smoking pot in the doorway, particularly since the Tenant and the Landlord both have children.

The Landlord stated that the tenancy agreement is clear that no other occupants are allowed because he pays for the utilities. The Landlord stated that the Tenant's nephew lived at the rental unit for more than a month.

The Landlord disagreed that he was harassing the Tenant and stated that none of his co-workers are following her around.

Analysis

I find that the Tenant provided insufficient evidence to support her claim for compensation for damage or loss. Therefore, the Tenant's application is dismissed in its entirety.

The parties were advised of the provisions of Sections 50(3), 51(1) and 51(2) of the Act.

The Landlord was also cautioned that receipts must be provided for rent paid in cash and that the receipts must stipulated the amount of rent that has been paid.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed, as the Tenant has accepted the Notice. The Tenant has provided her notice to end the tenancy under the provisions of Section 50(1)(a) of the Act, effective May 3, 2013.

The remainder of the Tenant's application is also dismissed.

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: May 07, 2013

Residential Tenancy Branch

