



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALHALLA APARTMENTS
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated April 16, 2013 effective May 31, 2013.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Should the order One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

Under dispute is a One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, alleging that the tenant had failed to comply with an order issued under the legislation within 30 days after it was served on the tenant.

The tenancy began approximately 20 years ago and the rent is \$700.00 per month.

The landlord testified that there was a previous hearing on February 8, 2013, in which the landlord was granted a monetary order against the tenant. The landlord testified that the monetary order issued by the Arbitrator on February 12, 2013, was served on the tenant demanding payment, but the tenant did not pay the required amount to the landlord. The landlord testified that the tenant was therefore issued with a One Month Notice to End Tenancy for not complying with an order within 30 days.

The tenant is disputing the One Month Notice and is requesting that it be cancelled.

Analysis

Section 7 of the Act provides that a landlord or tenant may claim monetary compensation for damages or losses from the other party that result from the party not complying with the Act or agreement and section 67 of the Act grants the Arbitrator authority to determine the amount and to order payment under these circumstances.

I find that the arbitrator presiding over a hearing held on February 8, 2013, had granted a monetary order in favour of the landlord. In the decision, dated February 12, 2013, the arbitrator stated:

“This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.”

I find that the landlord's One Month Notice is based on the fact that the tenant apparently failed to pay the monetary order and the landlord concluded that this would, therefore, warrant terminating the tenancy for cause. However, I find that the February 12, 2013 decision provides specific direction with respect to the avenues of remedy, should the tenant not pay the amount shown on the monetary order. I find that the landlord has not pursued the specific instructions contained in the February 12, 2013 decision, with respect to enforcing the order.

Accordingly, I find that the One Month Notice to End Tenancy for Cause is not applicable in this situation and must be cancelled and I hereby order that the One Month Notice to End Tenancy for Cause dated April 16, 2013 is permanently cancelled and of no force nor effect.

Conclusion

The tenant is successful in the application and was granted an order cancelling the One-Month Notice to End Tenancy for Cause dated April 16, 2013.

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 15, 2013

Residential Tenancy Branch

