



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside and a monetary order for money owed for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on or about April 25, 2013. Rent in the amount of \$800.00 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 \$400.00.

The tenant gave the following testimony:

The tenant stated that she has moved out of the unit as of October 31, 2013. The tenant is seeking \$2500.00 as compensation. The tenant stated the landlord gave her notice that a family member would be moving in and seeks the applicable compensation.

The landlord gave the following testimony:

The landlord stated that the tenant was smoking in the unit and she caused "a lot of damage". The landlord stated that they had cause to seek an eviction.

Analysis

The tenant filed an application seeking to have the notice set aside. At the outset of the hearing the tenant advised that she has already moved out of the unit and I therefore dismiss that portion of the tenant's application.

The tenant is seeking \$2500.00 compensation for moving out to allow the landlords brother to move in. The tenant was mistaken in applying for this in regards to the above notice. It was explained in great detail to both parties that this hearing dealt with a One Month Notice to End Tenancy for Cause and not a Two Month Notice to End Tenancy for Landlords Use of Property. It was further explained that there is not a compensation provision in regards to the notice being dealt with during this hearing. Based on the above I dismiss the tenants' application for a monetary order.

Both parties made allegations and claims of poor conduct, breach of the Act, damages and poor relations. It was explained that both parties are at liberty to make a separate application for dispute resolution if they are unable to work out any outstanding issues. It was suggested to the parties to continue to communicate in hopes of resolving the other issues.

Conclusion

The tenants' application is dismissed in its entirety.

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: December 10, 2013

Residential Tenancy Branch

