



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0781178 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent. At the hearing, the tenant sought to amend his application to also seek a monetary order.

The tenant attended the teleconference hearing and gave affirmed evidence. The landlord did not attend the teleconference. The tenant gave evidence that he served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by handing it to the staff person in the building office on January 31, 2014. I find the landlord was properly served.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?  
Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The tenant gave evidence that his tenancy started in June 2013 and he was obligated to pay rent of \$450.00 per month. He gave evidence that his rent is paid to the landlord directly by the Ministry of Social Development and Social Innovation (the "Ministry"). The tenant's evidence is that he receives a cheque from the Ministry each month and the cheque stub indicates that \$450.00 is deducted and provided to the landlord.

The tenant provided a copy of a Notice to End Tenancy for Unpaid Rent (the "Notice") which is dated January 22, 2014 and which states the tenant failed to pay rent in the amount of \$225.00 that was due on January 22, 2014. The tenant says that his January 2014 rent had been paid in full by the Ministry when he received the Notice.

The tenant gave evidence that the landlord told him his rent was being increased by \$225.00 per month because the tenant's girlfriend was staying with him. The tenant's evidence is that his girlfriend resided with her mother at the time he received the Notice, however she spent about two nights a week at his residence.

The tenant also gave evidence that during the month of January 2014 he paid the landlord an additional \$150.00 because the landlord wanted compensation for fact that the tenant's girlfriend was staying with him about two nights each week. The tenant seeks a monetary order to recover the \$150.00.

The tenant also gave evidence that he replaced a refrigerator in his rental unit at his own expense. He wishes to be compensated by the landlord for the new refrigerator.

### Analysis

I accept the undisputed evidence of the tenant and I find that the tenant's rent was paid in full at time he was served with the Notice. Accordingly, I order that the Notice is cancelled.

I am unable to grant the tenant a monetary order because administrative fairness demands that the landlord have notice that the tenant is seeking a monetary order. In this case, the landlord only had notice that the tenant was seeking to cancel the Notice to End Tenancy. I therefore cannot amend the tenant's application to add a monetary claim. The tenant must make a new application for a monetary order to recover the \$150.00 and the cost of the refrigerator.

Conclusion

I order that the Notice to End Tenancy for Unpaid Rent dated January 22, 2014 is cancelled.

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: March 17, 2014

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Residential Tenancy Branch

