



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC MNDC

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for cause dated June 11, 2014 to be effective July 31, 2014 and to obtain a monetary order for \$15,224. The landlord did not attend the hearing.

SERVICE:

I find that the Notice to End a Residential Tenancy was served by posting it on the tenant's door and the tenant gave evidence that they sent the Application to the landlord by registered mail; it was verified as successfully delivered on June 18, 2014. I find the documents were legally served pursuant to sections 88 and 89 of the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

The landlord did not attend the hearing although served with the Application/Notice of Hearing. The tenants were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on February 1, 2014. The current rent is \$880 a month plus \$20 for parking plus hydro. The tenant paid a security deposit of \$440 in January 2014.

There is no copy of the Notice to End Tenancy in evidence but the tenant read it aloud in the hearing. He said it was served for breach of a material term and failure to correct it after notice. He said he has no idea of what term he is alleged to be breaching and has been unable to contact the landlord by telephone; he said he got no letters or other notices about breaching a material term.

He gave evidence that he and his mother are claiming a rebate of 30% of the rent they have paid (total \$4224 claim), \$1000 for discarded items and \$5000 each for pain and suffering. He said this claim is based on the serious bed bug problem in the building. He provided no documents to support their claims.

Analysis:

The Notice to End a Residential Tenancy is based on cause, apparently a breach of a material term of the lease which has not been corrected within a reasonable time after notification. I find the tenant disputed the Notice within the time permitted in section 47 of the Act as he filed his application on June 13, 2014. I find his evidence credible that he and his mother have no knowledge of a material term that they might be breaching and that they have received no notification of such a breach. Section 47(1)(h) of the Act requires that a tenant be notified of such a breach and be given a reasonable time to correct it. The landlord did not attend to support his reasons for issuing the Notice to End Tenancy. Therefore, I hereby set aside and cancel the Notice to End Tenancy dated June 11, 2014. The tenancy is reinstated and continues.

In respect to the tenant's claim for compensation for damages, I find he has submitted insufficient information to support his claim. We discussed the necessity of evidence in the hearing and the need to file it with an application. I dismiss this portion of the tenant's application and give them leave to reapply within the legislated time limits in the Act.

Conclusion:

I HEREBY ORDER THAT the Notice to End Tenancy dated June 11, 2014 is set aside and cancelled. The tenancy is reinstated and continues.

I dismiss the Application of the tenant for damages and give them leave to reapply within the legislated time limits. No filing fee was involved.

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: August 08, 2014

Residential Tenancy Branch

