



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 46 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a notice to end tenancy for unpaid rent.

I accept the Tenant’s evidence that the Landlord was served in person with the application for dispute resolution and notice of hearing on December 17, 2014 in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The tenancy started in June 2012. Rent of \$600.00 is payable monthly. In a previous Decision dated November 20, 2014 the unit was found unfit for occupation and the Landlord was ordered to have the local housing authority inspect the unit. The Decision also ordered that no rent was payable by the Tenant until the unit was found to be fit for habitation. Following this Decision the Tenant was given a 10 day notice to end tenancy for unpaid rent (the “Notice”) issued December 10, 2014. The Tenant is no longer staying in the unit but has left her belongings in the unit until another rental unit is found. The Landlord has threatened the Tenant with destruction of her belongings and has listed the unit for sale.

Analysis

Section 77 of the Act provides that a Decision or Order is final and binding on the parties. Based on the Tenant's undisputed evidence and considering the Decision dated November 20, 2014, I find that the Notice is not valid as no rent is payable for this unit at this time. I therefore cancel the Notice. I strongly caution the Landlord in relation to the issuance of any further notices to end tenancy for unpaid rent as, in light of the previous Decision, this act could amount to harassment for which the Tenant would be at liberty to apply for compensation.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence of the Tenant I find that the Tenant has not abandoned her belongings at the unit and I strongly caution the Landlord against removing or otherwise causing damage to the Tenant's belongings without following the appropriate provisions of the Act in relation to a tenant's belongings. The Tenant is at liberty to apply for compensation should the Landlord cause any damage to the Tenant's belongings.

I accept the Tenant's evidence that the Landlord will either sell this unit or rent this unit without having the unit inspected for suitable habitation as ordered in the previous Decision. This is greatly disturbing and I caution the Landlord to carry out the Order from the previous Decision as section 94 of the Act provides that a person may be ordered to pay a monetary penalty if that the person has failed to comply with a decision or order of the director.

Conclusion

The Notice is cancelled and of no effect.

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: January 13, 2015

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Residential Tenancy Branch

