



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** CNC MNDC MNSD O RP RR FF

## Introduction

This hearing dealt with an application by the tenants to cancel the notice to end tenancy for cause; for a monetary order for compensation for partial usage of the garage during their tenancy; for the landlord to make repairs to the unit and for rent reduction.

During the hearing, the tenants withdrew their application for rent reduction.

## Issues to be Decided

Whether the notice to end tenancy for cause should be cancelled?

Whether the tenants are entitled to a monetary order for compensation for partial usage of the garage during their tenancy?

## Background and Evidence

On March 21, 2007, the landlord collected a security deposit in the amount of \$550.00. The tenancy began on April 1, 2007. A monthly rent of \$1100.00 is payable in advance on the first of each month.

On November 18, 2008, the landlord served the tenants with a notice to end tenancy for cause on these grounds: the tenants have significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously

jeopardized the health or safety or lawful right of another occupant or the landlord; and put the landlord's property at significant risk.

**Issue #1 – Whether the notice to end tenancy should be cancelled?**

On November 12, the basement tenant informed the landlord that there was a flooding problem. While the landlord was obtaining quotes to repair the drain tiles, he instructed a plumbing company to install a pump outside of the basement unit to safeguard against further flooding. On November 15, a plumbing company installed such a pump. On November 18, the landlord attended the property to check on the work that was done and found the pump to be unplugged. The landlord also found a note from the tenants posted on the basement door which read: "pump was unplugged as with you not home we are unable to flip breaker if tripped". The landlord plugged the pump back in. He then tried to reach the tenants to advise them not to unplug the pump again. He knocked on the tenants with no response. He then left a message on the tenants' phone. Afterwards, he returned to the backyard to find the tenants coming out of their unit. Tenant #1 proceeded to unplug the pump again. The landlord tried to plug the pump back in but Tenant #1 physically barred him from doing so. In the process, the landlord and Tenant #1 came face to face within an inch or two from each other. Tenant #1 then challenged the landlord to hit him. The landlord left the property.

During the hearing, the landlord said that during the confrontation, he did not know if Tenant #1 was going to strike him and he felt physically threatened.

The landlord said that on two other occasions, the tenants had threatened workmen who were trying to do repairs on the property. Sometime in December of 2007, the tenants threatened the staff of a plumbing company by telling them that he had called a tow truck to tow away their van parked in the alley. On September 12, 2008, the staff of another plumbing company informed the

landlord that during a site inspection, they were told by the tenants to get off the property.

During the hearing, the tenant #2 offered no explanation for the November 18 incident. She did express their frustrations from not being able to access the breaker box located in the basement unit.

### **Conclusion for Issue #1**

Based on the above, I find that the landlord has established sufficient grounds to end the tenancy for cause. Accordingly, I dismiss the tenants' application to cancel the notice to end tenancy. The tenancy will end on the effective date of the notice on December 31, 2008.

### **Issue #2 – Whether the tenants are entitled to a monetary order for compensation for partial usage of the garage during their tenancy?**

Both the landlord and the tenants agreed that the use of the garage formed part of this tenancy agreement. The tenants said that for the period from April 1 to October 17, 2007, the garage roof was leaking. They submitted photos of showing that they had installed plastic sheets across the ceiling of the garage to prevent water from leaking onto their car. The tenants are seeking compensation in the amount of \$50.00 a month for the 6 ½ months for a total of \$325.00. The landlord did not dispute that the fact that the garage roof was leaking during this period of time. In fact, he ordered its repair and such repair was completed in early 2008. Based on the above, I allow the tenants' claim for compensation in an amount of \$25.00 a month for 6 ½ months for a total amount of \$162.50. The tenants also said that for the period October 17 to November 28, 2008, the automatic garage opener was not working because of the leakage problem. Therefore, for this period of time, they had to open the garage manually. They are seeking compensation in the amount of \$100.00 a month for 13 ½ months for

a total of \$1340.00. The landlord said that he was aware of the problem with the malfunctioning automatic garage opener. Based on the above, I allow the tenants' claim for compensation in the amount of \$25.00 per month for 13 ½ months for a total amount of \$337.50. I dismiss the tenants' additional claim for \$20.00 for their labour in opening the garage door manually as they have been compensated as stated above.

### **Conclusion for Issue #2**

Based on all of the above, I find that the tenants have established a total claim of \$500.00 for the partial usage of the garage during their tenancy. I grant the tenants a monetary order under section 67 for the amount of \$500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 16, 2008