



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy. Both parties participated in the conference call hearing.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The parties agreed that in early June the tenant was served with a one month notice to end tenancy for cause (the "Notice"). The parties did not enter a copy of the Notice into evidence but agreed that the cause alleged that the tenant had caused extraordinary damage to the unit or property.

The parties agreed that on or about May 24 at approximately 7:00 p.m. the tenant attempted to enter the common laundry room on the ground floor of the residential property and found that the deadbolt was inoperable. Another tenant was also unable to open the door using his key. The tenant's son entered the laundry room through a window and was unable to open the deadbolt from the inside of the room. The tenant testified that he had laundry in the room which his children would need the next day for school and that he was not confident that a locksmith would be available to attend the unit as it was a holiday. The tenant "put his foot to the door" and succeeded in opening it. The door splintered and the deadbolt disconnected from the doorframe.

Analysis

While the tenant claimed that he was justified in forcing the door open, I am unable to find that this is the case. The tenant acknowledged that he did not try to contact a locksmith, nor did he attempt to contact the landlord prior to forcing the door. I find that this situation in no way constituted an emergency, that the forcing of the door was not justified and that the tenant had an obligation to contact the landlord to resolve the problem. However, I am unable to find that the damage caused to the door can be characterized as extraordinary.

I find that the landlord has failed to prove that the tenant caused extraordinary damage to the rental unit and accordingly I order that the Notice be set aside and of no force or effect. As a result, the tenancy will continue. I note that while this incident in isolation has not proven sufficient to establish cause to end the tenancy, should further such incidents occur the landlord is free to serve another notice to end tenancy for cause and this incident may be considered together with other events to form grounds for eviction.

Conclusion

The Notice is set aside.

Dated: July 26, 2010

Dispute Resolution Officer