



Dispute Resolution Services

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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 to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on February 01, 2006. The rent is \$630.00 payable on the first of each month.

On July 12, 2010, the landlord served the tenant with a one-month notice to end tenancy for cause. The notice to end tenancy alleges that the tenant is repeatedly late paying rent, has significantly interfered with or unreasonably disturbed another tenant and has breached a material term of the tenancy agreement.

The landlord has not filed any documentary evidence to support her reasons for wanting the tenancy to end. During the hearing, the landlord testified that the tenant has paid rent late and/or in installments for the past 18 months except for the most recent rent which was due after the notice to end tenancy was served. The tenant argued that he always explained the reasons for the delay to the property manager who allowed him to pay rent late and/or in installments. The building manager stated that she gave the tenant several verbal warnings regarding the consequences of paying rent late.

The landlord stated that the tenant's visitors appear to be homeless people who rummage the garbage containers and create a mess. However, the last time that these individuals visited the tenant was approximately six to eight months ago.

In addition, the tenant has four cats and there is cat waste all over the floor of the rental unit. The landlord stated that she visited the unit to have a plumbing problem taken care of and the unit was extremely dirty and smelled offensive. The neighbours constantly complain of the odour in the hallway. The landlord stated that the terms of the tenancy agreement allowed only one cat. The tenant argued that from the start of the tenancy, the landlord was aware of the multiple cats and did not say anything.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant is repeatedly late paying rent, has significantly interfered with or unreasonably disturbed another tenant or has breached a material term of the tenancy agreement.

The tenant admitted that he was late paying rent, but did so with the permission of the property manager. This situation has lasted for the past 18 months and therefore I find that the tenant believed he had the permission of the landlord to pay rent late and/or in installments.

The tenant admitted that he had four cats. However, again the tenant was not notified that he was in breach of the tenancy agreement and therefore understood that he had the permission of the landlord to keep four cats in the rental unit.

Based on all the evidence before me and the testimony of both parties, I find that the landlord has not proven her case.

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy dated July 12, 2010. As a result, the tenancy shall continue in accordance with its original terms. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: September 03, 2010.

Dispute Resolution Officer