

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This application was brought by the tenant seeking to have set aside a one-month Notice to End Tenancy for cause served on August 31, 2010 and setting an end of tenancy date of September 30, 2010. Causes cited on the notice were putting the landlord's property at significant risk, causing extraordinary damage to the rental unit and failure to repair damage.

The tenant also sought a Monetary Order, an Order that the landlord comply with the *Act*, an Order for repairs and authorization to change the locks on the rental unit.

At the commencement of the hearing, the tenant requested that the telephone conference call hearing be adjourned to a face to face hearing on the grounds that she suffers from a disability. However, given that the dispute turned on a relatively simple set of facts, and given that I found the tenant to be exceptionally articulate, I saw no justification to warrant a face to face hearing and the telephone conference call proceeded.

### **Issues to be Decided**

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

## **Background and Evidence**

This tenancy began on October 1, 2008. Rent is \$390 per month and the landlord holds a security deposit of \$190 paid on October 1, 2008.

During the hearing, the landlord's representatives gave evidence that the Notice to End Tenancy had been served as a result of severe damage occurring to the kitchen cupboards and flooring as a result of the tenant failing to report a leak under the sink. They gave further evidence that remediation of the damage would cost in the order of \$8000.

The tenant stated that she had not alerted the landlords to the leak because it was apparently a very slow drip and she did not take note of the progression of the damage.

The landlord's representative gave further evidence, supported by photographic submissions that they had concerns over the tenant's housekeeping abilities and household hygiene.

These concerns were compounded by the tenant's reluctance to accept assistance which she had been urged to consider by staff and her own advocate.

In addition, the tenant had not been cooperative with the building manager who was new to the post in August of 2010 and who is responsible for the 80 unit complex and who believed the tenant had unnecessarily delayed her attempts at repairs. Beyond a lack of cooperation, the landlords also gave evidence that the tenant had attempted to denigrate the building manager in the minds of other tenants.

The landlord's representatives gave evidence that units are customarily inspected once yearly.

## **Analysis**

While I see substantial merit in the Notice to End Tenancy and believe that the landlord would not issue a Notice to End Tenancy lightly, I have some small doubt as to whether the tenant's failure to report the leak was a matter of negligence or inability to recognize the potential consequences of the leak.

In addition, while the present manager has been in her position for just a short time and took prompt action, I have some question as to whether her predecessor might have seen cause to conduct an earlier inspection. On this point, I do note that the tenant has been most reluctant to admit entry to the unit and even states that position in a written submission.

Both the tenant's advocate and the landlords noted that a small number of the residents have challenges and the tenant experiences some degree of paranoia. Again, in a written submission, the tenant expressed reluctance to accept assistance.

On the other hand, as noted, I found the tenant to be intelligent and articulate and I accept her commitment to be communicative, cooperative and responsive in future. Therefore, with some reluctance I set aside the Notice to End Tenancy with the caution to the tenant that future conduct such as led to the notice could well result in an end of the tenancy.

The tenant's requests for various Orders are all dismissed without leave to reapply as I heard no evidence that would warrant such orders or monetary compensation for the tenant.

## **Conclusion**

The Notice to End Tenancy of August 31, 2010 is set aside and the tenancy continues.

The tenant's claims for a Monetary Order, Orders for landlord compliance, repairs and to change locks are dismissed as without merit.

The tenant is reminded that the landlord must be admitted on 24 hours notice for inspection or repairs, and must be admitted immediately in the case of emergency repairs. In neither case is it required that the tenant be present.

October 14, 2010