

DECISION

Dispute Codes:
Landlord: OPC
Tenant: CNC and MNDC

Introduction

These applications were brought by both the landlord and the tenant.

The landlord made application on September 17, 2010 seeking an Order of Possession pursuant to a Notice to End Tenancy for cause served on August 31, 2010 by posting on the tenant's door.

By prior application of September 14, 2010, the tenant sought to have the Notice to End Tenancy set aside and monetary compensation for loss of wages as a result of attending the present and previous hearings. fee.

Issues to be Decided

These applications require a decision on whether the Notice to End Tenancy should be set aside or upheld and whether the tenant is entitled to a Monetary Order for loss of wages.

Background and Evidence

This tenancy began on December 1, 2006. Rent is \$775 per month and the landlord holds a security deposit of \$87.50 paid on or about December 1, 2006.

During the hearing, the property manager gave evidence that the Notice to End Tenancy had been served after the tenant and his spouse on August 25, 2010 attended at the rental unit of the building manager who stated that the two were intoxicated and argumentative about a problem with their mailbox. The tenant concurred that he was arrested for breach the following day.

The building manager gave evidence that as a result of a domestic violence incident with the tenant and his spouse, he had been advised by police officers on July 29, 2010 the tenant was under a Court Order to not be in the vicinity of the rental building and that he should call 911 if the tenant was seen near the building.

The tenant confirmed that the order remained in place at the time of the hearing and that he was not permitted to be in the vicinity of the rental building.

The building manager also gave evidence that the tenant's spouse was not a party to the rental agreement but remains in the rental unit. The tenant stated that she had lived with him for approximately eight months.

He stated that the tenant had breached the rental agreement by keeping a cat without the landlord's consent. The tenant denied having a cat, but the building manager stated that he had seen the cat and gave evidence that the BCSPCA had attended the rental unit twice to investigate a complaint of an animal in distress and that he had admitted them to the building.

The building manager stated he believed that complaint arose when the pet had been left alone in the rental unit for several days. He submitted a copy of the BCSPCA notice posted on a visit on September 3, 2010.

The landlord also submitted five letters from other tenants from 2010 complaining of disturbances from the subject rental unit. Two of the letters gave the landlord notice that the tenants were ending their tenancies due to the ongoing problems from the rental unit. The letters cited late night disturbances including violence.

Analysis

Section 47(1)(d)(i) of the *Act* provides that a landlord may serve a Notice to End Tenancy in circumstances in which the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.”

I find that the tenant’s arrest and breaches provide further verification of the landlord’s assertions that the tenant has long disturbed other tenants and the landlord.

I find that by attending the building manager’s unit on August 25, 2010 when he was under a court order to not be in the vicinity of the building, the tenant engaged in an illegal activity that unreasonably disturbed the landlord in contravention of section 47(1)(e)(iii) of the *Act*.

On these points alone, I find the Notice to End Tenancy was lawful and valid. Taken in concert with earlier complaints, keeping a pet without authorization and apparently sharing the rental unit without the landlord’s consent, they illustrate an ongoing pattern of non-compliance with the rental agreement and with the *Act*.

Therefore, I find that the landlord is entitled to an Order of Possession to take effect two days from service of it on the tenant.

As to the tenant's claim for loss of wages for time taken to attend hearings, I must advise that parties to dispute resolution proceedings cannot be compensated for time away from work or business. The tenant's application is dismissed in its entirety.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect two days from service of it upon the tenant.

As the tenant's spouse is not a tenant but an occupant, her occupancy must also end with the tenancy unless the landlord agrees to enter into a new rental agreement with her separately..

October 20, 2010