



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, RP, FF

Introduction

This was an application by the tenants for an order cancelling a one month Notice to End Tenancy for cause. The landlord also requested a repair order. The hearing was conducted by conference call. The tenants and the landlord participated in the hearing and I heard evidence from the landlord's wife.

Issues(s) to be Decided

Should the one month Notice to End Tenancy for cause be cancelled?

Background and Evidence

The rental unit is the upstairs portion of a house in Surrey. The tenancy began in April 2006. Monthly rent is \$1,200.00 including utilities. The tenants paid a \$550.00 security deposit on March 23, 2006.

The landlord served the tenants with a Notice to End Tenancy for cause dated September 22, 2010. The Notice required the tenants to move out by October 31, 2010.

The Notice claimed that the tenants have been repeatedly late paying rent; that they have allowed an unreasonable number of occupants in the suite; that they have seriously jeopardized the health or safety of another occupant or the landlord and that they have put the landlord's property at significant risk. The landlord claimed that the

tenant have engaged in illegal activity that has damaged the landlord's property and has caused extraordinary damage

The landlord did not provide any convincing evidence of late payments whereas the tenant submitted copies of cheques that showed the dates they had been deposited by the landlord. The landlord complained that the tenants have made changes to the rental property without his consent including placing a washer and dryer on the sundeck and performing some wiring to supply power to the appliances. The tenants noted that these alterations were carried out in 2007 and according to the tenant were done with the landlord's approval.

The landlord claimed that the tenants have turned off the heat for the downstairs tenants, but I did not receive any other evidence to substantiate this statement

The landlord complained that when he goes to pick up rent cheques the tenants keep him waiting; he said they are rude and have repeatedly sworn at him.

Analysis

I find that the landlord has not demonstrated that there exists sufficient cause to justify the tenants' eviction. The evidence does not show that the tenants have been repeatedly late paying rent. The changes the landlord complains of are not recent; the most significant were done more than three years ago and after that lapse of time the landlord must be taken to have expressly or impliedly approved of them.

It was clear during the hearing that the relationship between the landlord and the tenants has broken down, but this does not constitute a ground for ending the tenancy.

According to the tenants they are actively looking for new accommodation and intend to move out of the rental unit.

Based on my finding that the landlord has not proven on a balance of probabilities that there is sufficient cause to end the tenancy, I allow the tenants' application and I order that the Notice to End Tenancy for cause be, and is hereby set aside. The tenancy will continue. On the evidence present the repairs sought by the tenants have been performed; this aspect of the claim is dismissed.

The tenants are entitled to recover the \$50.00 filing fee paid for their application. They may deduct the sum of \$50.00 from a future instalment of rent.

Dated: November 12, 2010.
