



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNC, MNDC, LAT, RR, FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy, a monetary order, an order authorizing her to change the locks on the rental unit and an order that the landlord perform repairs. Both parties participated in the conference call hearing.

The tenant asked for an adjournment because she claimed the landlord had no evidence and she wanted to see the evidence against her. I explained that the landlord was entitled to rely on oral evidence and I denied the adjournment request.

### Issue to be Decided

Should the notice to end tenancy be set aside?

Is the tenant entitled to a monetary order?

Is the tenant entitled to an order authorizing her to change locks?

Is the tenant entitled to an order that the landlord perform repairs?

### Background and Evidence

The parties agreed that in the summer of 2010 the landlord had issued the tenant a notice to end tenancy for cause which had been disputed and upheld. The landlord was issued an order of possession which he chose not to enforce. The parties further agreed that the tenant was served with a new notice to end tenancy on December 6, 2010 (the "Notice"). The Notice alleges that the tenant has significantly interfered with or unreasonably disturbed other occupants, seriously jeopardized the health or safety or

lawful right of another occupant, has engaged in illegal activity that has or is likely to damage the landlord's property, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant and jeopardized the lawful right or interest of another occupant or the landlord.

The landlord testified that he received a letter from the police advising that in the months of October and November, the police had been called to the rental unit on 8 occasions due to disturbances and that charges had been laid with respect to those disturbances, being drunk in a public place and mischief. The landlord testified that the letter asked the landlord to address the problem with the tenant.

The landlord testified that he has received numerous complaints from other tenants about the tenant, most of which are noise complaints.

The tenant acknowledged that the police had frequently attended at the rental unit but testified that they were there because of her roommates. The tenant testified that she had made "unfortunate choices" in her roommates and several times had to telephone the police herself because of their actions.

The tenant seeks a monetary award of \$25,000.00 for harassment by the landlord. She testified that the landlord has served multiple eviction notices on her, will not do repairs in a timely manner and that the resident manager always seeks approval from the owner prior to performing repairs. The tenant and the manager engaged in a discussion about various repairs which had been requested and they agreed that most of the repairs were now completed. The landlord acknowledged that some repairs were not completed right away but testified that the tenant would often report a problem and when the manager came to repair it, he would find that it did not need repair, at which time the tenant would tell him about a different issue. The tenant acknowledged not having told the landlord about some of her repair issues.

The tenant also addressed an allegation that other tenants were stealing her hydro. She was directed to bring her complaints to BC Hydro.

Analysis

The tenant is responsible for the actions of her guests or roommates. As the tenant acknowledged that her roommates caused considerable problems and were frequently the subject of police complaints, I find that the landlord has proven grounds to end the tenancy. The tenant's claim for an order setting aside the Notice is dismissed.

During the hearing the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55, upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. The tenant must be served with the order of possession.

Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant bears the burden of proving her claim for compensation. I find insufficient evidence to show that the landlord has harassed her. Rather, I find that she has given the landlord cause to issue notices to end tenancy in the past. I find insufficient evidence to show that the landlord has failed to perform repairs to a degree that compensation is warranted. The monetary claim is therefore dismissed.

As the tenancy is ending, I dismiss the claims for an order authorizing the tenant to change the locks on the rental unit and an order that the landlord perform repairs.

Conclusion

The tenant's application is dismissed in its entirety. The landlord is granted an order of possession.

Dated: January 13, 2011

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Dispute Resolution Officer