



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Landlord's application: OPR, OPB, MNDC, FF

Tenant's application: CNC, MNDC, FF

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for repairs to the unit. The tenant applied for an order to cancel the notice to end tenancy and for a monetary order for compensation for stress and harassment by the landlord and her agents.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession and a monetary order for costs to repair the unit and for the filing fee? Is the tenant entitled to a monetary order for compensation and the filing fee?

### **Background and Evidence**

This tenancy started on March 01, 2011, for a fixed term of one year. Rent is \$2,300.00 due on the fifteenth day of each month. The rental unit is a house located on acreage. The tenant has farm animals. Prior to May 10, 2011, the rental unit was managed by the daughter and son in law of the current landlord.

At the start of the hearing the landlord informed me that on June 02, 2011, she had also served the tenant with a notice to end tenancy for non payment of rent. However, upon further discussion, it was identified that rent is due on June 15<sup>th</sup> and therefore at the time of the hearing on June 14<sup>th</sup>, rent was not overdue. Accordingly, the notice to end tenancy for non payment of rent was set aside.

On May 18, 2011, the landlord served the tenant with a notice to end tenancy for cause. The notice alleges that the tenant has seriously jeopardized the health and safety of the landlord, significantly interfered with the landlord, put the landlord's property at risk, did not carry out required repairs and breached a term of the tenancy agreement.

The landlord stated that the tenant kept ducks in the pool house without permission. The tenant stated that prior to May 10, 2011, due to a cold front he had requested the landlord who managed the property at that time, to allow him the use of the pool house for his ducks and she had agreed. He stated that at this time, he is not using the pool house for his animals.

The landlord also stated that the tenant kept the home in a poor condition. There were animal droppings inside the house accompanied by a strong offensive odour. The landlord stated that she plans to sell the home but it shows poorly and the tenant's negligence of the home has resulted in lowering its value. The tenant argued that he keeps the house clean and has carried out repairs when needed. He stated that his animals are kept outside and if his dogs are in the house, they are confined to kennels.

The landlord stated that the tenant put up a gate in the yard without her permission. The tenant stated that he had the permission of the landlord who managed the property prior to the current landlord.

The landlord also stated that the tenant refuses her entry to the unit even after she has served him a notice of entry. The landlord described an incident when she wanted to give the tenant a document and he would not open the door. The tenant stated that the landlord was accompanied by a male who was verbally abusive. From the upper level of the home the female tenant advised the landlord that they would open the door if the abusive male left.

The landlord described an altercation with the tenant's mother that took place on the driveway and involved the police.

The tenant stated that the landlord's agents would show up at the property without notice. On May 16, when the tenant's daughter was alone at home, a male came by unannounced. This created feelings of fear and insecurity. On another occasion, the landlord's agents destroyed the wood that the tenant was working with, in the yard. The tenant is claiming \$4,600.00 as compensation for stress.

## **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 has seriously jeopardized the health and safety of the landlord, significantly interfered with the landlord, put the landlord's property at risk, did not carry out required repairs and breached a term of the tenancy agreement.

Based on the verbal testimony of both parties, I find that it is possible that the tenant may not be maintaining the property to the landlord's standards of cleanliness, but this is not reason to put an end to the tenancy. I find that the landlord has not proven that the tenant seriously jeopardized the health and safety of the landlord, significantly interfered with the landlord, put the landlord's property at significant risk or breached a term of the tenancy agreement. Therefore the notice to end tenancy is set aside and the tenancy will continue.

The landlord may have a claim against the security deposit for repairs and costs to restore the rental unit to its original condition, but has not filed any evidence to support this claim and in any event this claim is premature as the tenancy has not ended. Therefore the landlord's claim for \$1,150.00 is dismissed.

Even though the relationship between the two parties has progressively deteriorated over the term of the tenancy making resolution of issues frustrating for both parties, I find that the tenant has not proven his claim for compensation for stress caused by the landlord or her visitors.

Neither party has proven their claim and therefore both parties must bear the cost of filing their applications. The notice to end tenancy is set aside. The tenancy will continue on the same terms as specified in the tenancy agreement.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.  
The applications of both parties are dismissed

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: June 16, 2011.

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Residential Tenancy Branch