



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, MNSD, OPT, AAT

### Introduction

This conference call hearing was convened in response to the tenant's application for a cancellation of a 10 Day Notice to End Tenancy and a 1 Month Notice to End Tenancy; for the return of the security deposit; for an Order of Possession of the rental unit; and to allow access to the unit or the tenant's guests.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset, the tenant stated that they continue to reside in the rental unit. Therefore their application for the return of the security deposit is premature and is hereby dismissed.

### Issue(s) to be Decided

Is the tenant entitled to cancellation of the two notices to end tenancy?

Is the tenant entitled to an order of possession?

Is the tenant entitled to a Monetary Order, and for what amount?

### Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on December 1<sup>st</sup>, 2010.

The rent of \$825.00 is payable on the first of each month and the tenants paid a security deposit of \$412.50.

In his documentary evidence, the landlord provided in part copies of complaint letters from the strata council over reports by other tenants for substantial nuisance and activities by the applicant tenants and their guests, resulting in their loss of quiet and peace in the building. These letters are dated January 4<sup>th</sup>, January 10<sup>th</sup>, January 18<sup>th</sup>, February 22<sup>nd</sup>, and April 1<sup>st</sup>, 2011. The property manager provided a petition signed by 12 of the 20 tenants in the complex, stating that; the tenants have an excessive number of occupants or visitors; they have unseemly visitors at all hours; the visitors smoke in the hallways; the visitors make a mess in the lobby; there has been multiple visits by the police; loud disruptions; visitors trying to coerce their way in; and keeping a cat in a no-pet building. The landlord also provided copies of a 1 Month Notice to End Tenancy effective June 30<sup>th</sup>, 2011, and a 10 Day Notice to End Tenancy for unpaid rent effective June 13<sup>th</sup>, 2011.

The landlord testified that rent for June 2011 has not been paid yet. He stated that he has received numerous complaints as evidenced by the complaint letters and the petition. He said that smoking is not allowed in the common area, and that he told the tenants at the start of the tenancy that pets were not allowed.

The tenants testified that she has not paid rent for June 2011 because the landlord owes her money, and because the landlord will not provide her with the strata by-laws or a Form K. She stated that the landlord never said anything about pets, and that the "no pets" handwritten on the tenancy agreement was added after she signed the agreement. The tenant was at complete odds with the landlord's testimony; she stated that she had no buzzer to allow guests into the building, and that she constantly had to go down to the lobby to allow them inside. She said that she was not aware of any of the complaints after the first three letters, and characterized the petition as bigotry.

She said that the accusations against her are untrue and offensive, that she does not make noise nor has parties, and that the police never found anything wrong when they were called.

In their application for dispute resolution, the tenants submitted a monetary claim as follows:

- 1 month rent:                 \$ 825.00
- Security Deposit:           \$ 412.50
- Paint and supplies:       \$ 1000.00
- Discrimination/slander: \$10000.00
- Total:                         \$12237.50

### Analysis

Concerning the tenants' \$10000.00 claim; I have no legal basis under the Act to award this amount for discrimination or slander without further evidence to support the quantum of this claim against the landlord. The tenant did not show how the landlord was responsible for the complaints against her, or how the landlord acted in such a wilful or reckless manner that it would warrant compensation of this amount. Therefore I dismiss this portion of the application.

The tenant did not provide evidence or testify to support her claim for paint, supplies, or how she is entitled to the equivalent of one month's rent. Therefore I dismiss this portion of the claim. Concerning June 2011 rent, she agreed that it was not paid.

Section 26(1) of the *Act* specifies in part that a tenant must pay the rent when it is due under the tenancy agreement whether or not the landlord complies with the Act. On the evidence I find that the landlord had grounds to issue a 10 day Notice to End tenancy and the notice is hereby allowed.

Therefore it is not necessary that I consider the portion of the dispute or the merits of the 1 Month Notice to End Tenancy.

Conclusion

The tenants' application is dismissed. The 10 Day Notice to End Tenancy is allowed, and the tenancy ended on the date specified on the notice.

At the hearing, the landlord did not make an oral request for an order of possession pursuant to Section 55(1) of the Act; if necessary, the landlord may make an application for dispute resolution and request an order of possession.

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 29, 2011.

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Residential Tenancy Branch