



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began August 28, 2008 with monthly pad rent of \$475.00. On May 31, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

- The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that the tenant started construction on a deck and stairs without seeking prior approval from the landlord as noted in the Park Rules as due to liability issues tenants are not allowed to obtain building permits without prior approval. The landlord stated that they do not have an issue with the tenant replacing the original stairs and 3'x4' landing however the tenant had drawn up plans and started to build stairs with a 5'x7' raised deck without benefit of permit.

The landlord stated that at this time he did not want to evict the tenant and that all they want is for the tenant to comply with the building of the smaller landing and stairs and for the tenant to remove all of the junk from her yard, the tenant agreed to this.

The tenant testified that she had contacted the landlord and attempted to get information as to what the landlord would allow the tenant to build but the landlord did not get back to her. The tenant stated that she was replacing stairs and a landing that were previously there and maintains that in a conversation from 2010 she was told by the landlord that this could be done.

The tenant after being contacted by the landlord regarding the unpermitted construction contacted the city to determine the appropriate steps to take. Through this process the city advised the tenant to stop all work and leave what work had been started in place while in turn the landlord demanded that the work be removed. The tenant followed the authority of the city and left the work in place as advised.

Both parties accused each other of being very disrespectful with the tenant making claims of harassment and discrimination against the landlord. It was clarified for both parties that the landlord had the right to go on to the tenant's property to deliver documents as a course of business.

The landlord stated that on numerous occasions the tenant has been verbally abusive to the landlord, yells and curses at the landlord and calls the police when he attempts to communicate with the tenant or deliver documents. The park manager commented that he tries to get along with everyone in the park and that this abusive behaviour of the tenant's has gone on for a number of years. The tenant in response said it is the landlord who yells and curses at her.

Both parties acknowledged in this hearing that communication had to be improved and that they needed to respect one another and conduct themselves accordingly.

Due to the current personality clashes between the parties testimony was often disjointed and had to be repeated as all three parties consistently interrupted one another and spoke over top of each other.

### Analysis

Based on the documentary evidence and testimony of the parties I find that there is insufficient evidence to uphold the Notice to End Tenancy for Cause. Although the tenant did have the responsibility of seeking approval from the landlord prior to starting replacement of the emergency exit stairs and landing, significant communication issues between the parties appear to have led to a complete breakdown in direction for the tenant which resulted in issuance of the notice.

The landlord in this hearing stated that **the tenant may rebuild the stairs and 3'x4' landing ONLY** and that anything outside of this will not be in compliance with the Park Rules. The landlord also requested that the tenant remove all of the junk from her yard and the tenant agreed to both matters.

The landlord is and continues to be very concerned about the tenant's behavior towards the park manager and the tenant understands that if the tenant's abusive behaviour towards the park manager creates problems on the property in the future, this record of

these events would form part of the landlord's case should it again come before a dispute resolution officer for consideration.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

As a settlement was reached between the parties the tenant is not entitled to recovery of the \$50.00 filing fee.

### Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated May 31, 2011 with the result that the tenancy continues uninterrupted.

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