



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC and O

### Introduction

This application was brought by the tenant on November 16, 2011 seeking to have set aside a Notice to End Tenancy for cause dated November 8, 2011 and setting an end of tenancy date of December 31, 2011.

The tenant also sought an Order for the landlord to comply with the rental agreement and the legislation and for some minor repairs.

Item 2.3 under the rules of procedure provides that:

“If, in the course of the dispute resolution proceeding, the Dispute Resolution Officer determines that it is appropriate to do so, the Dispute Resolution Officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.”

On reading the evidence submissions of both parties and on hearing them articulate the matters in dispute, I find that the Notice to End Tenancy for unpaid rent must take precedence for the present hearing. Therefore, I dismiss the part of the tenant’s application that does not deal with the Notice to End Tenancy.

### Issue(s) to be Decided

This matter now requires a decision on whether the Notice to End Tenancy should be set aside for upheld.

### Background and Evidence

This tenancy began on November 1, 2010. Rent is \$800 per month including utilities and the landlord holds a security deposit of \$400 paid on November 1, 2010.

During the hearing, the landlord gave evidence that he had served the Notice to End Tenancy following a series of incidents falling into three primary issues: conflict with the tenants in the upstairs unit over their use of the laundry facilities, failure to report a rodent infestation in a timely way, and plugging of vents serving the forced air heating system in the rental unit.

On the first matter, the landlord provided a written submission from an upstairs tenant who moved in the month following the applicant tenant with two or three co-tenants. The submission noted that early in their tenancy, the upstairs tenants noted that the laundry machines would mysteriously turn off while they were using them. The breakers are in the kitchen of the applicant tenant's suite. On one occasion, he asked one of the female tenants to change her detergent as he was allergic to the smell of laundry.

On another occasion, female tenant, having found her washing turned off, turned it back on and remained in the laundry room to be confronted by the applicant tenant who blocked exit and "began to yell aggressively" her, and she acquiesced. When a male co-tenant returned home, he accompanied her so she could finish her laundry leading to another confrontation with the applicant tenant.

On March 7, 2011, a similar situation arose twice with the other upstairs male tenant who went to ask the applicant tenant to turn the power back on only to have the door slammed in his face. The upstairs tenants then called the landlord who called the applicant tenant and who wrote a warning letter the following day.

Similar events took place in April 2011 following which the tenant advised the landlord that he would be moving. The landlord offered to let him take the contents of his furnished suite to help him set up a new accommodation elsewhere.

At some point during the conflict, the landlord had set up a meeting of all tenants to work out an agreement on laundry times, but the applicant tenant refused to participate.

The upstairs tenant who authored the written submission stated in it that while the physical confrontations had ceased, the upstairs tenants continue to feel uncomfortable sharing facilities with the downstairs tenants.

He stated that the applicant tenant's habit of leaving windows open had contributed to the theft of one of their bicycles and made reference to his intimidating presence.

The tenant's advocate challenged the authenticity of the written submission as the author is currently away in Africa. However, the landlord stated that the upstairs tenant has been staying in touch by email.

The tenant's advocate stated that the conflict had ended in April 2011, but the landlord alluded to a passage in the written submission to the contrary, in which the upstairs tenant wrote that the applicant tenant: "...has been a very intimidating and hard person to live with and we hope that we will no longer have to endure his aggressive outbursts.

On the matter of the rodent infestation, the landlord stated that it was brought to his attention in the course of an unrelated telephone conversation with the applicant tenant on November 6, 2011. The tenant said, corroborated by a letter of support from his mother, that the tenant had complained of the problem several months before.

The landlord stated that he told the tenant during their telephone conversation that he would see to the problem right away and the tenant expressed gratitude for the response. The landlord inspected the unit and was shocked to find densely distributed mouse droppings throughout the rental unit including in cupboards.

However, when the representative of the pest control company arrived on November 8, 2011, the tenant apparently took offense at his observation that the problem must have existed for some time to have reached such a state. The tenant ordered the representative to leave in such a manner that he refused to return until the landlord committed to accompany him.

The tenant's advocated noted that the landlord had not given 24-hour notice of the November 8<sup>th</sup> service call but the landlord stated he believed he had the tenant's willing consent during their telephone conversation.

On that day, November 8, 2011, the landlord served the Notice to End Tenancy on the tenant and written notice for rescheduled rodent treatment.

The landlord submitted a copy of a paid invoice from the Pest Control Company showing a billing of \$420 and describing a severe infestation, concluding an infestation of many months, itemizing the setting of 40 baited snap traps and 25 bait stations.

The invoice urged a major cleanup which was done by the landlord and his wife over three hours on November 13, 2011 cleaning mouse droppings off the floors, washing cupboards, etc.

On the third matter in dispute, the landlord submitted photographic evidence showing that the applicant tenant had plugged the bathroom vent, the heat vent in the bedroom and the heat vent in the living room ceiling without consent. The landlord noted that the plugged vents combined with the open windows contributed to a substantial increase in heating costs. The vents had been plugged without the landlords consent.

### Analysis

Section 47(1)(d)(1) of the *Act* provides that a landlord may issue a Notice to End Tenancy for cause under circumstances in which the tenant's conduct has, "...significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;"

Section 47(1)(d)(iii) provides for such notice when the conduct of the tenant has, "...put the landlord's property at significant risk.

I find as fact that the applicant tenant initiated a number of confrontations with the upstairs tenants by turning off the laundry machines while their clothes were being washed. I find that in doing so he has significantly interfered with and disturbed the other tenants and the landlord.

I further prefer the evidence of the landlord on the question of when the mouse infestation was reported. The landlord's immediate action on hearing of the infestation and his testimony of his respect for the rental building as his parental home persuades me that he would have acted months before if he had known of the problem.

The tenant's advocate challenged the authenticity of the written submission as the author is currently away in Africa. However, I have found the landlord's evidence to be reliable in every respect and note his efforts to mediate the laundry conflict and the offer, repeated during the hearing, to give the tenant the furnishings in the rental unit to assist him to get established in a new home. I accept the written submission of the upstairs tenant as authentic and truthful.

I find that by plugging vents, the tenant has demonstrated yet again a lack of concern for the landlord or other occupants of the building, and that in doing so, as with the delay in reporting the mouse infestation and leaving windows open, the tenant has put the landlord's property at risk.

There, I find that the Notice to End Tenancy of November 8, 2011 is lawful and valid and that it should be upheld.

### Conclusion

The tenant's application to set aside the Notice to End Tenancy of November 8, 2011 is dismissed and the notice is upheld.

**I find and order that the subject tenancy ends at 1 p.m. on December 31, 2011 and that the tenant must vacate by that time.**

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: December 01, 2011.

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Residential Tenancy Branch