



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, LRE, RR, FF, MND, MNDC, MNR, OPR

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions; however I have excluded the tenant's evidence submissions, as they have not provided copies to the landlords.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

First of all it is my decision that I will not deal with all the issues that the applicants have put on the applications. For claims to be combined on an application they must related.

Not all the claims on these applications are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the tenant's application to cancel a Notice to End Tenancy, and the landlord's application for an order us possession based on the Notice to End Tenancy, and the requests for recovery of the filing fees, and I dismiss the remaining claims with liberty to re-apply.

### Background and Evidence

On May 25, 2012 the landlords served the tenants with a one month Notice to End Tenancy stating the following reasons:

- Tenant or person permitted on the rental property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord.
  - put the landlords property at significant risk
- Tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlords property
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- Tenant has caused extraordinary damage to the unit/site
- Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement

The landlord testified that:

- No tenancy agreement was ever signed because this originally was to just be a one-week stay offered to a friend while they looked for place to live.
- The tenants therefore also never paid a security deposit.
- The friend later asked if they could stay longer and offered to pay \$800.00 for a stay of one month.
- \$800.00 per month was not as rent, it was offered by the friend to help cover some of the household costs.
- Originally the friend even had access to their area of the house, because they did not lock the door between suites at the request of the friend.
- The friend stated numerous times and this was only a temporary arrangement until she found a place to move to.
- This was never to be a permanent arrangement and in fact they had collected a security deposit already from some students who were to be renting the unit as of March 1, 2012. That deposit was returned when it became obvious that their friend was not going to move out by that time.
- At the beginning of March 2012 the tenants told him that they would need to the end of March 2012.
- Around that same time they noticed some of their belongings going missing and therefore they decided to lock the door between the two areas. This seemed to upset the tenants however they explained it was for security and privacy reasons.
- It was after this that the male tenant began to become very aggressive including continuously pounding on the door and ringing the doorbell and even physical contact with the door in an attempt to get into the landlords side of the house.

- Because of this aggressive behaviour they filed a police report however they declined to file charges as they did not want to cause any further animosity with the tenants.
- During the tenancy the tenant's son also caused damage to the vehicle's and to the garage door by playing ball hockey in the driveway even though he had frequently been told not to.
- The tenant's vehicle also has caused oil stains to the driveway which the tenants have failed to clean up.
- The tenants also drill holes into the stucco wall without permission and a failed to repair the damage.
- The male tenant also physically assaulted the landlord's daughter by throwing an envelope into her face.
- Because of the male tenant's aggressive behaviour they are afraid of him and do not want to live in the same house as him.
- They also feel that damages caused by the tenants is reasonable grounds to end this tenancy.
- They are therefore requesting that the Notice to End Tenancy be upheld and that an Order of Possession be issued.

The tenant testified that:

- This is a residential tenancy, as the landlords agreed to accept \$800 per month including laundry.
- The landlords never asked for a security deposit.
- He did put two holes in the exterior wall so that he can hang his dirty clothes outside when he returns from work however he does not believe that it was unreasonable to do so.
- His son does play hockey in the driveway but he has not damaged the garage door or the landlord's car, as he plays with a foam ball and any marks shown in the photos are just dirt and not actual damages.
- He has never pounded on the landlord's door or attempted to push it open, he is a large man and had he really done so the door would have easily pushed open.
- His son has repeatedly rung the doorbell, however it's only because the landlords refuse to answer the door, even though they were home.
- They have never taken anything from the landlord's rental unit and if they had the landlord should have pressed charges against them.
- He never assaulted the landlord's daughter by throwing anything in her face and again if he had why have no charges been laid.
- They do want to move out of the rental unit but they needed lease 90 days to find a place to move to.

### Analysis

I reviewed the photo evidence provided for today's hearing it is my finding that the tenants have caused extraordinary damaged to the landlords property.

The garage door at the rental property has very obviously been badly marked up from the tenant son playing ball hockey against the door. I do not accept the tenants claim that the marks are only dirt marks.

The tenants have a responsibility to ensure that their son does not damage to the rental property, and if they allow him to play ball hockey in the driveway and against the garage door, then they must suffer the consequences if damages occur.

Further the tenant has admitted that his son has repeatedly rung the doorbell at the landlords property, it is my finding that this is an unreasonable disturbance of the landlords. If the landlords choose not answer the door after one or two rings of the doorbell, then the tenant should not be repeating the process and to do so is not justifiable.

Therefore it is my decision that I will not cancel the Notice to End Tenancy and this tenancy ends on June 30, 2012.

### Conclusion

#### Tenant's application

The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply and I order that the tenants bear the cost of the \$50 filing fee which they paid for dispute resolution.

The remainder of the tenant's application is dismissed with leave to reapply.

#### Landlord's application

I have issued an Order of Possession to the landlords for 1 p.m. on June 30, 2012. I have also issued an order for the tenants to pay \$50.00 to the landlords to cover the cost of their application for dispute resolution.

The remainder of the landlord's application is dismissed with leave to reapply.

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 18, 2012.

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Residential Tenancy Branch