



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlord: OPC and FF  
Tenants CNC, PSF and LRE

### Introduction

This hearing was convened on applications by both the landlord and the tenants.

By application of January 1, 2012, the landlord seeks an Order of Possession pursuant to a Notice to End Tenancy for cause served on December 18, 2012.

By prior application of January 3, 2013 the tenants sought to have the Notice to End Tenancy set aside, an order for the provision of services or facilities required by law, and an order suspending or setting conditions on the landlord's right to enter the rental unit.

### Issue(s) to be Decided

Should the Notice to End Tenancy be set aside or upheld with an Order of Possession?  
Does the evidence warrant the issuance of the orders requested by the tenants?

### Background, Evidence and Analysis

This tenancy, in the basement suite of the landlord's residence, began on July 1, 2010. Rent is \$950 per month and the landlord holds a security deposit of \$450 paid on June 20, 2010.

The primary purpose of this hearing was to address the Notice to End Tenancy for cause served on December 28, 2012; however, neither party submitted a copy of the notice into evidence. Therefore, I declined to uphold it on the grounds that I cannot adjudicate a document that I have not seen.

However, in an effort to assist the parties in resolving their dispute, I did canvass the matters at issue. Those presented to me and my suggestions on each are as follows :

1. The landlord stated that the tenants are repeatedly late paying rent and have been doing so for a long time, although the parties concurred that the item had not been checked off on the notice. As the landlord has accepted rent late for some time without taking action, he may be seen as having agreed to late payment. In order to return to payment on time, he should write a letter explaining to the tenants that late rent is no longer acceptable and further late payments will result in a Notice to End Tenancy for unpaid rent and/or repeated late payment of rent.
2. The tenants buried a pet dog in or near the landlord's vegetable garden because, the tenants said, they did not have money for proper disposal. This incident occurred some time ago and would have been more definitive if application had been made at the time it happened or was discovered.
3. The tenants slam doors sometimes late at night. The tenants claim that this disturbance results from the fact that the door is sticking. The landlord stated that he does not believe the door sticks and that the noise disturbance is deliberate. Nevertheless, the landlord will check the door to see if there is anything that needs to be done to help. The tenants promised that they will take greater care not to disturb the landlord late at night.
4. There are too many occupants in the rental unit. In addition to the two original tenants, a third moved in over a year ago. Again, this is a matter that would have been addressed more effectively more closely to when the tenant first moved in.
5. There is an accumulation of old furniture and other of the tenants belongings piled outside the entry to the basement suite and the tenants have taken down a smoke detector. I have advised the landlord to request a fire inspector to visit the suite if possible and to include this issue in a warning letter to the tenants.

6. The tenants complained that the landlord had entered the rental unit without consent. The landlord stated that he was not aware of the 24-hour notice requirement but said he will give such notice in the future and will limit inspections to no more than once a month. The landlord confirmed, through his translator that he now has a copy of the "Guide for Landlords and Tenants" in his primary language.
7. The tenants claim that the landlord had limited their parking and denied the use of laundry facilities. The landlord stated that the tenants had given notice to end the tenancy in June of 2011, then later asked if they could remain. The landlord had said he would renew the tenancy on the condition of the limited parking and a no use of the laundry. In the absence of a written rental agreement, I cannot make any determination on these claims and will not issue the order requested by the tenants.

### Conclusion

Both applications are dismissed without leave to reapply.

The landlord has agreed to provide 24-hour notice before entering the rental unit for a monthly inspection and will inspect the suite entry door and repair if necessary. The landlord is urged to serve the tenants with a warning letter on matters to be remedied before issuing a further notice to end tenancy and making application on it.

The tenants have been warned that failure to clean up the area outside their door and continued disturbance may contribute to a future Notice to End tenancy and eviction.

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: January 29, 2013

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Residential Tenancy Branch

