



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, RP

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause, a request for an order to have the Landlord comply with the Act and make repairs to the unit, site or property.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and evidence submitted, I am satisfied that both parties have been properly served.

During the hearing, the Landlord made an oral request to end the tenancy as per the 1 month notice to end tenancy issued for cause.

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the 1 month notice to end tenancy?

Is the Landlord entitled to an order of possession?

Is the Tenant entitled to an order for repair and maintenance?

### Background, Evidence and Analysis

Both parties agreed that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated January 31, 2013 on the same date in person. The notice shows an effective date of February 28, 2013 and two stated reasons for cause.

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The Landlord has referred to a previous dispute resolution hearing on file no. 795421 involving the same issues between these two parties. The Landlord states that the Tenant has filed numerous complaints that the rental property is full of garbage, the Tenant does not have the use of the common rooms, the garage is full of decaying vehicles all of which cause hazards to the Tenant. The Landlord states that they have given a reasonable amount of time for the Tenant to stop her behaviour and ongoing harassment and complaints of other Tenants and have issued the warning letter of January 21, 2013. The Tenant states that nothing has been done by the Landlord to address these issues. The Landlord disputes this stating that the Tenant has filed numerous complaints with the City of Vancouver and BC Housing, all of which were investigated and the Landlord was found to be not at fault by those agencies or in breach of any bylaw infractions. The Tenant has confirmed making the complaints stating that those agencies have done nothing to resolve her complaints. The Landlord states that the standards set for bylaws are different from those of the Tenant's personal criteria.

The Tenant has provided a letter dated October 15, 2012 which states a letter requesting action on complaints was sent to the Landlord to resolve by the St. Paul's Advocacy Group. The Tenant has also stated that these serve as her requests for the Landlord for maintenance. The Tenant was unable to provide any details of repairs. The Landlord has confirmed receipt of the letter and a response was sent stating that all of the issues were responded to. The Tenant confirms receipt of the response letter. The Landlord's letter states that BC Housing and the City of Vancouver have investigated the complaints and that no infractions were found or any issues relating to health and safety regarding the upkeep at the rental property. The Tenant has acknowledged that the Advocacy File for the Tenant was closed shortly after and that no further action was taken until she received the notice to end tenancy and filed for dispute.

The Tenant has argued that there was an undue delay in responding to the Tenant's breach for the reasons for cause in September and issuing the notice to end tenancy in January 2013. The Landlord states that after the subsequent breach in September, efforts were made to resolve issues with the Tenant regarding her complaints and the Tenancy with the aid of community outreach workers, but were unsuccessful and that the Tenant's actions continued.

I prefer the evidence of the Landlord over that of the Tenant. I find that the "maintenance" or concerns brought forward by the Tenant are the same as those brought forward previously in the Dispute Resolution Hearing in August of 2012. The Tenant was cautioned at that time by the Arbitrator to stop. The Landlord has further

given written notification to the Tenant to stop as well. I find that the Landlord has provided sufficient evidence to satisfy me of their reasons for cause for disturbing and interfering with other Tenants and/or the Landlord. The Tenant's Application is dismissed. The notice to end tenancy issued January 31, 2013 is upheld. The Landlord is granted an order of possession. This order must be served on the Tenant. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As the Tenancy is coming to an end, I decline to make any findings/orders relating to maintenance/repairs.

### Conclusion

The Tenant's Application is dismissed.  
The Landlord is granted 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: March 07, 2013

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Residential Tenancy Branch

