



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Goldteam Management Service Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened on the tenant's application of February 27, 2013 seeking to have set aside a Notice to End Tenancy for cause dated February 18, 2013 and setting an end of tenancy date of March 31, 2013.

### Issue(s) to be Decided

Should the Notice to End Tenancy of December 28, 2012 be set aside or upheld?

### Background and Evidence

This tenancy began on April 1, 2012. Rent is \$800 per month and the landlord holds a security deposit of \$400 paid on April 1, 2012. While only the female tenant is named on the application and on the rental agreement, her adult son also resides in the rental unit and gave evidence on behalf of the tenant.

While the application was made by the tenant, as is standard procedure in applications to set aside a Notice to End Tenancy, the landlord's property manager, who has managed the tenancy since November 12, 2012, was asked to lead evidence as to his reasons for wanting to end the tenancy.

The property manager stated that the notice was issued after he had been advised by the upstairs tenant that on February 9, 2013 there had been a conflict between the upper and lower tenants during which the upper tenant had been subjected to threat, profanity and loud abuse and she had called police. After they had left, there was a further disturbance and a loud party in the subject rental unit that night.

The property manager attended on February 11, 2013 and stated that he found the bathroom window in the lower unit broken, tape on the fence stating "party zone" and a sign in the window saying "beware of dog."

He said he had confirmed that the applicant had a large breed dog contrary to the rental agreement, the section of which is applicable to pets is "X'd" out. The tenants said the owner of the property had been aware of and accepted the dog from the beginning of the tenancy.

The property manager stated that he had consulted with the owner a few days before the hearing who confirmed that pets were not approved under the rental agreement and who gave him direction to postpone efforts to re-rent the upper unit until the application tenant had vacated as their presence and that of the dog would be a detriment to renting.

He stated the upper tenant had been staying away from the rental unit as much as possible because of fear of the downstairs tenants, and, in fact, left the rental unit on March 16, 2013 after a further incident.

The male tenant stated that the upper tenant suffered from an emotional disorder, drank heavily, and had fabricated stories about him after he had rebuffed her romantic overtures. The female tenant stated that she needed the dog for her well-being due to anxiety.

The male tenant said the window had somehow been broken in association with a visit by a vacuum cleaner sales person. The property manager said there had been a considerable delay in repairing the window as the tenant had not offered to repair it and service providers sent to do the repair had difficulty being admitted to the rental unit. The tenant said it was purely by error that the property manager had been billed for the repair.

He said that the property manager favoured the upper tenant because he was a close personal friend of her father. The property manager replied that he didn't even know the upper tenant's father and that his relationship with her, the landlord and the applicant tenants was purely professional.

The property manager stated that the subject tenants have yet paid the rent due for March 2013 and owe for some overdue utilities.

### Analysis

Section 47(1)(d)(i) of the *Act* provides that a landlord may issue a one-month Notice to End Tenancy for cause if a tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.”

Section 47(1)(d)(ii) of the *Act* provides that a landlord may issue a one-month Notice to End Tenancy for cause in circumstances in which the tenant or the tenant’s guest has, “seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.”

Section 47(1)(g) gives a landlord cause to end a tenancy if “the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;”

I find, on the balance of probabilities that the tenant did unreasonably disturb the upstairs tenant to the point where she abandoned her tenancy after appealing to the property manager. I further find that the tenant interfered with the landlord’s lawful access to the rental unit to have the window repaired and by failing to repair it within a reasonable time.

In addition, I find that the tenants breached the rental agreement by keeping a pet dog without consent of the landlord.

Therefore, I find that the Notice to End Tenancy of February 18, 2013 was lawful and valid and I declined to set it aside.

On hearing that determination, the landlord requested an Order of Possession under section 55(1) of the *Act* which compels the issuance of the order on the landlord’s request when an application to set aside a notice to end tenancy is dismissed.

I find that the landlord is entitled to the Order of Possession to take effect at 1 p.m. on March 31, 2013 as determined by the Notice to End Tenancy.

Conclusion

The tenant's application is dismissed on its merits without leave to reapply.

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on March 31, 2013.

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 22, 2013

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Residential Tenancy Branch

