



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on APRIL 11, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on October 1, 2012 as a month to month tenancy. The Tenant said rent is \$525.00 and the Landlord said he has been collecting rent of \$525.00, but rent is actually \$550.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$275.00 in advance of the tenancy.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated April 3, 2013 by personal delivery on April 3, 2013. The Effective Vacancy Date on the Notice is May 3, 2013. Under section 53 of the Act incorrect effective vacancy dates are automatically corrected, which in this case the effective vacancy date is corrected to May 31, 2013. The Tenant is living in the unit and the Landlord said he wants to end the tenancy.

The Landlord said the reasons on the 1 Month Notice to End Tenancy are that the Tenant has significantly interfered with or unreasonably disturbed another tenant or the landlord, seriously jeopardizing health or safety of other occupants or the landlord, putting the landlord property at significant risk, damaged the landlord’s property, adversely affected the quiet enjoyment, security, safety or physical well-being of another tenant or the landlord and has caused extraordinary damage to the unit or site.

The Landlord said there were a number of incidents that lead to the issuing of the 1 Month Notice to End Tenancy and they are as follows:

- 1). On October 12, 2012 the Tenant reported the toilet was backing up. The Landlord said the Tenant put an excessive amount of feminine wipes and glass pipes down the toilet. The Landlord said he provided pictures to show that the wipe and the glass pipes caused the blockage.
- 2). The Landlord said the Tenant's guest broke a window in the Tenant's unit.
- 3). The Landlord said the Tenant is loud and disturbs other tenants in the complex although the Landlord said he does not have any witness testimony to corroborate this claim.
- 4). The landlord continued to say that the Tenant leaves the front door unlocked and leaves her unit unlock which puts the building at risk.

The Tenant said the Landlord's claims are untrue and she has conformed to the Landlord's requests to correct the issues he has mentioned.

- 1). The Tenant said there were plumbing issues when she moved into the unit in October, 2012 and after the Landlord repaired the plumbing issues in November, 2012, there has been no further problems with the plumbing. The Tenant said the crack pipes were not hers or guests of her and she does not put wipes down the toilet since the Landlord requested to stop putting the wipes in the toilet.
- 2). The Tenant said she does know the person who broke the window, but he was not a invited guest of hers the night the window was broken and the person who broke the window has paid for the repairs of the window. The Tenant continued to say that the person who broke the window has a "no go court order" against him to stay away from the Tenant and her rental unit. The Tenant said he is no long an issue around the rental complex.
- 3). The Tenant said she is not loud and she has not disturbed other tenants and the rental complex has had some undesirable tenants which were noisier than she was. The Tenant said this rental complex is under surveillance by the Police because of potential illegal activities.
- 4). The Tenant said she has forgotten to lock her door and the front door on a few occasions, but since the Landlord told her it was an issue she has been locking both doors. The Tenant said she has been careful to lock the doors since January, 2013.

The Landlord closed his testimony by saying the Tenant has put his property at risk by not locking doors and has damaged the unit by plugging the drain and breaking a window. The Landlord said he wants to end the tenancy.

The Tenant said she has conformed to the Landlords requests and she does not disturb any of the other tenants. As well the Tenant said she would like the Landlord be more responsible as a Landlord and respond to her requests in a timelier manner.

Analysis

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord. The Landlord written evidence suggested a mutual agreement to end this tenancy, but the Tenant did not accept the proposal. As a result the Landlord issued a 1 Month Notice to end the tenancy. The Tenant said she likes the rental unit and she would like to continue to live there. Consequently the parties will abide by the following decision. In Section 47 (d) of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk.

In this case it is my finding that the reasons given for ending the tenancy have not reached the level of **unreasonableness, significance or seriousness** required by section 47(d) of the Residential Tenancy Act. I find in favour of the Tenant and Order the 1 Month Notice to End Tenancy for Cause date April 3, 2013 to be cancelled and the tenancy is ordered to continue as set out in the verbal tenancy agreement between the Landlord and the Tenant.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated April 3, 2013 is cancelled and the tenancy is ordered to continue as set out in the verbal tenancy agreement between the Landlord and the Tenant.

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: May 08, 2013

Residential Tenancy Branch