



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, MNDC, RR

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause and for a monetary order and other relief. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled, or is the landlord entitled to an order for possession pursuant to his oral request?

Is the tenant entitled to a monetary award?

Should a repair order be made?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Abbotsford. The tenancy began on April 1, 2013. Monthly rent is \$500.00, payable on the first of each month. The tenant paid a \$250.00 security deposit at the beginning of the tenancy.

On April 16, 2013 the landlord served the tenant with a one month Notice to End Tenancy for cause. the cause alleged was that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The Notice to End Tenancy required the tenant to move out of the rental unit by May 18, 2013, although the earliest date that the Notice to End Tenancy could be effective was May 31, 2013. The tenant filed an application to dispute the Notice to End Tenancy on April 25, 2013. The tenant also claimed a monetary order in the amount of \$3,000.00 and requested emergency repairs and a rent reduction.

The landlord testified that the police have been called to attend at the rental unit on several occasions because of disturbing incidents. On April 7th a member of the landlord's family called 911 because a woman was screaming in the rental unit. The police attended. There was another disturbance a day or so later and a loud and disturbing incident on April 16th. The landlord testified that he had to call 911 on April 29th and again on May 8th, each time because of fighting, screaming and door slamming in the rental unit. The tenant's girlfriend and the tenant had to be separated by the police. The landlord provided recordings of 911 calls made on April 29th and May 8th that were obtained from the police department.

The landlord submitted several letters from neighbours who complained about the volume of traffic coming to and from the rental unit and about the frequency of police attendances at the rental unit.

The tenant disputed all of the landlord's claims. He said that the rental unit was unsafe and in deplorable condition. The tenant said the landlord agreed to repair the rental unit at the start of the tenancy. The tenant complained about the lack of smoke alarms. He said that the landlord was trying to evict him after he performed extensive repairs, including drywall repairs and painting. The tenant claimed payment for materials and labour to repair the rental unit.

Analysis and Conclusion

I accept the landlord's testimony that the tenant and other occupants have significantly interfered with and unreasonably disturbed the landlord and his family on several occasions during the short span of this tenancy. Although the tenant has disputed the landlord's testimony, the evidence established that there have been several occurrences at the rental unit that required the intervention of the police. I accept that the neighbours have also voiced concerns about the tenant and his conduct. I find that the landlord has sufficient cause to issue the one month Notice to End Tenancy and I therefore dismiss the tenant's application to cancel the Notice to End Tenancy without leave to reapply.

The tenant applied for a monetary award for expenditures of time and purchase of materials for repairs to the rental unit that he said were agreed upon by the landlord. The landlord denied such an agreement. The only evidence submitted by the tenant in support of his monetary claim was a one page handwritten memo setting out some supplies, including paint and light fixtures that he claimed to have supplied and an amount for his labour. The tenant did not submit any evidence of an agreement with the landlord or any photographs to show the condition of the rental unit and the work performed and he did not submit any invoices for the supplies for which he claimed

reimbursement. I find that the tenant has not proven on a balance of probabilities that he is entitled to a monetary award in any amount and this claim is denied. Because the tenancy is ending, I have not made any finding with respect to repairs.

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective two days after service upon the tenant. This order may be registered in the Supreme Court and enforced as an order of that court.

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, 2013

Residential Tenancy Branch