



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prospero International Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI, CNC, OLC, RP, RR, and FF

### Introduction

This hearing was convened on an application made by the tenants on June 3, 2013 seeking orders for repairs, landlord compliance with the legislation and rental agreement, a rent reduction and recovery of the filing fee for this proceeding. The tenants were served with a one-month Notice to End Tenancy for cause on June 5, 2013 and amended their application to contest that Notice.

### Issue(s) to be Decided

Should the Notice to End Tenancy be set aside or upheld and are the tenants entitled to the various orders and remedies sought?

### Background and Evidence

This tenancy began on February 1, 2009 with only the female tenant. Rent is currently \$1,060 per month and the landlord holds a security deposit of \$475 paid on January 6, 2009.

During the hearing, the landlord's representatives gave evidence that the Notice to End Tenancy had been served as a result of three breaches of the rental agreement or legislation:

- The male tenant had moved in to the rental unit without landlord consent and had refused to complete an application as required by the rental agreement;
- After having had a number of confrontations with the building managers and being directed to communicate with them only in writing, the tenants attended the managers' suite over issuance of a key and assailed the manager with anger and profanity;
- The tenants conducted unauthorized modifications to the rental unit.

The tenants stated that, as the Notice to End Tenancy had followed service of their Notice of Hearing, it had clearly been retaliatory and vexatious.

However, the landlord submitted a letter to the tenants dated May 13, 2013 in which the landlord set a deadline of May 30, 2013 for the male tenant to submit an application for tenancy and for the tenants to give their pre-written assurance to restore the rental unit to its original condition when they leave the tenancy.

The letter also cited the tenant as running a business from the rental unit in breach of zoning and the rental agreement.

A warning letter of May 29, 2013 cautioned the tenants regarding several reports of verbal abuse and profanity with the building managers and stating that such conduct will not be tolerated.

The property manager also submitted earlier correspondence indicating the difficulty of arranging time to do restorative work in the rental unit following a leak in the kitchen area.

### Analysis

I found that the tenants have significantly interfered with or unreasonably disturbed the building managers as stated on the Notice to End Tenancy.

I further find the tenants have breached material terms of the rental agreement. In particular, clause 22 provides that occupants of longer than two weeks must make application for tenancy and that failure to do so within a reasonable time of notice may result in termination of the tenancy. The agreement also provides that, if an additional occupant is accepted, rent will increase accordingly.

While there have been other ongoing issues between the parties, I am persuaded by the items that have been canvassed that the Notice to End Tenancy is lawful and valid and I cannot set it aside.

On hearing that determination, the landlord requested, and I find he is entitled to, an Order of Possession under section 55(1) of the Act which compels the issuance of the order on the landlord's verbal request when a tenant's application to set a notice to end tenancy aside is dismissed and the notice is upheld.

The Order of Possession will take effect on the end of tenancy date of July 31, 2013 set by the Notice to End Tenancy.

Item 2.3 under the *Rules of Procedure* provides that if an arbitrator finds it appropriate to do so, he or she may dismiss unrelated disputes in a single application with or without leave to do so. I find that the remaining items in the tenants' application are rendered moot by the imminent conclusion of the tenancy and they are dismissed without leave to reapply.

### Conclusion

The tenants' application is dismissed 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 July 31, 2013 for service on the tenants.

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: July 02, 2013

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Residential Tenancy Branch

