



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about June 1, 2013. Rent in the amount of \$1350.00 is payable in advance on the first day of each month.

The landlord gave the following testimony:

The landlord stated that the tenant conducted several renovations to the inside and outside of the house. The landlord stated that the tenant erected a six foot chain link fence, installed a chain lock on a common door, installed a door on the north side of the house and placed a large doghouse on a common walkway that impeded passage. The landlord stated all of those items were done without verbal or written consent. The landlord issued verbal requests along with written requests on August 7, 8, and 15 to rectify the issues. The landlord stated the tenant ignored her requests. The landlord explained to the tenant that not only were the additions not authorized but were also fire and safety hazards. The landlord issued the tenant a One Month Notice to End Tenancy

for Cause on August 27, 2013 with an effective date of September 30, 2013. The landlord stated that the tenants have now ceased paying the rent.

The tenant gave the following testimony:

The tenant stated that she had verbal authorization to conduct the additions and renovations by the landlord. The tenant stated that her parents were present when the verbal authorization was given. The tenant does not feel that she has breached any terms of their tenancy agreement or of the Act.

### Analysis

When a landlord issues a notice under Section 47 they must provide evidence to prove the basis of that notice. The landlord issued the notice for two reasons; the unauthorized alterations to the property and for safety issues that they say are a breach of a material term of the tenancy.

Residential Policy Guideline 1 clearly addresses the issue before me.

### **RENOVATIONS AND CHANGES TO RENTAL UNIT**

1. *Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition.*

The tenant acknowledged and conceded that she had in fact put a chain lock on a common door restricting access and that she has not taken any steps to rectify the other issues even after the landlord had provided three separate written requests. The tenant gave testimony that she felt the alleged verbal authorization was sufficient even after she was given written notice to the contrary.

Based on the above I am satisfied that the landlord has provided sufficient evidence for issuing the notice and to have the tenancy come to an end.

The landlord's oral application for an order of possession pursuant to Section 55 of the Act is granted. The tenant must be served with the order of possession. 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. The Notice issued on August 27, 2013 remains in full effect and force. The tenancy is terminated.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

The tenants' application is dismissed in its entirety without leave to reapply.

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: October 08, 2013

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Residential Tenancy Branch

