



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP, FF

Introduction

This is an application filed by the tenant to obtain an order cancelling a notice to end tenancy issued for cause, an order for emergency repairs for health or safety concerns, an order for repairs to the unit, site or property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the documentary evidence submitted by the other party, I am satisfied that both parties have been properly served.

Both parties confirmed that the tenant's request for emergency repairs have already been resolved as the tenant hired his own handyman to fix a step on the stairwell and replaced the faucet in the kitchen. As such, no further action is required for an order for the landlord to make emergency repairs.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

Is the tenant entitled to an order for repairs?

Background and Evidence

This tenancy began on April 15, 2011 on a fixed term tenancy ending after 12 months and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,700.00 payable on the 15th of each

month and a security deposit of \$850.00 and a pet damage deposit of \$200.00 was paid.

Both parties confirmed that the landlord served the tenant with a 1 month notice to end tenancy issued for cause dated May 6, 2013. The landlord clarified that the date was actually May 6, 2014 and both parties confirmed that the tenant received the notice on May 9, 2014 in person. The notice also displays that the effective end of tenancy date as June 14, 2014. Both parties confirmed that as rent is due on the 15th of each month that the end of tenancy would be June 14, 2014 as shown by the submitted copy of the signed tenancy agreement. The notice displays 3 reasons for cause selected by the landlord.

- Tenant or a person permitted on the property by the tenant has Significantly interfered with or unreasonably disturbed another occupant or the landlord. Put the landlord's property at significant risk.
- Tenant has not done required repairs of damage to the unit, site or property.

The landlord states that the tenant significantly interfered with the landlord by preventing the landlord from attending the property to make repairs and maintain the property. The tenant states that the landlord is entering the property without notice or permission of the tenants. The tenant states that the landlord has attended at the outside of the deck where he was able to see his wife undressed sitting in the lounge. The landlord disputes this stating that no such occasion occurred. The landlord states that he rents part of the rental to another occupant and that he maintains a presence on the property by storing his boat, travel trailer and work shed. The landlord also states that he attended to perform an inspection of the rental property as noted in section "D" of his documentary evidence which shows that tenant caused damage by installing a pull up bar in the living room without permission shown in picture 9 in section D. Broken kitchen faucet in picture 11 in section D and Broken plastic vent covers. The tenant states that these vent covers should be made of durable material that should hold a mans weight. The tenant states that it is impossible to walk past these vents without stepping on them and thus breaking them. The tenant stated that he has been living at the rental unit since April 15, 2011 and that this issue with the vent covers did not occur until approximately January of 2014. The landlord also states that the tenant installed a clothesline attached to the cedar patio deck without permission. The tenant states that he has since removed the clothesline and repaired the hold in the cedar. The landlord disputes this stating that he is considered an expert on cedar wood and that the filling of the cedar hole is only temporary and that over time the wood will deteriorate and split. The landlord also states that the tenant broke the ceiling fixture cover by cracking it. The tenant disputes this stating that the landlord caused the crack when he attended to replace a light ballast.

The tenant also seeks an order for repairs which consist of the replacement of two vent covers, repair of the alarm system, yard maintenance by cutting the grass, replace siding on house, repair deck stairs and the roof, replace blinds inside door, repair basement baseboards, paint window trim in living room, repair bathtub and replace filters for microwave hood fan. The tenant states that these were issues of repairs that the landlord was notified in a list in March of 2014. The landlord states that these are all issues that will be fixed. The landlord states that the roof was inspected and that he was told that the roof was fine. The landlord states that he has already repaired the deck. The landlord states that the bathtub would require a professional to recoat the bathtub and that the microwave hood is still functioning and that the filters just need to be cleaned more often, but that a service may be needed to inspect it.

Analysis

I accept the undisputed testimony of both parties and find that the landlord has properly served the tenant with the notice to end tenancy issued for cause dated May 9, 2014 by personally serving it to the tenant. I find based upon the evidence of both parties that the landlord has established grounds for an end of tenancy. The tenant has confirmed in his direct testimony that he prevented the landlord from attending on the property, the by stating that the yard was for their exclusive use. This is contradicted by the undisputed evidence that the tenant is only one of two tenants and that the yard is a shared communal area. I find that the landlord was prevented from attending the rental property by the tenant which constitutes significant interference with the landlord. As well the tenant has admitted in his direct testimony to parking his car on the grass after being cautioned by the landlord to not do so. The landlord has provided evidence in the form of caution letter on September 26, 2013. The landlord has documented that the tenant continued to do so after being warned again on May 9, 2014, June 1, 2014 and June 12, 2014 that this causes damage to the lawn. On this basis, I find that the landlord has established grounds for an end of tenancy that the tenant has significantly interfered with the landlord and has put the landlord's property at risk. The tenant's application to cancel the notice to end tenancy is dismissed. The notice to end tenancy dated May 9, 2014 is upheld. The landlord is granted an order of possession. The order must be served upon the tenant. 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.

As for the tenant's request for repairs, I decline to make any such order as the tenancy is at an end. This portion of the application is dismissed.

Conclusion

The tenant's application is dismissed.
The landlord is granted an order of possession.

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 04, 2014

Residential Tenancy Branch

