



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, O

### Introduction

The tenants apply to cancel a one month Notice to End Tenancy dated July 25, 2014, received July 29<sup>th</sup> and for an order related to mold, unlawful entry and a touching of Mr. S.'s girlfriend.

The Notice alleges a variety of grounds; repeated late payment of rent, unreasonable number of occupants, significant interference or unreasonable disturbance, conduct seriously jeopardizing the health of safety or lawful right of another occupant or the landlord, putting the landlord's property at significant risk and causing extraordinary damage. Proof of any of these allegations is grounds for eviction under s. 47 of the *Residential Tenancy Act* (the "Act").

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that any of the grounds have been established or that allegations of landlord conduct have been substantiated?

### Background and Evidence

The rental unit is a two bedroom townhouse type structure in a seven-plex structure. The tenants are mother and son. The tenancy started in August 2013. The monthly rent is \$650.00. The landlord holds a \$325.00 security deposit.

The landlord alleged late payment of rent but did not provide details.

He says that the tenants reported a mold problem to him when he attended to collect rent on June 2, but he was denied entry to see it. He says that the allegation was repeated when he attended to collect rent on July 2 and again he was denied entry to see it.

He testifies that on July 18 he served a notice to inspect the property on July 19. He attended on the afternoon of July 19, viewed the interior of the rental unit and took pictures, which he produced at the hearing. He testifies that he was refused entry to the second bedroom.

His evidence discloses that many areas of the home were covered in piles of clothing. In the yard the clothesline was full of clothing. He observed a photograph of a board on a plastic bin with a burnt glass tumbler and knife on it. The tip of the knife appears in the photo to have been burnt. Beside the board was a bottle of propane, which the landlord says had a torch attachment on it, though covered with a cloth in the photo. The landlord took a photo of a wall near a mantle. The wall shows a number of reddish brown marks and lines along and down the wall. The landlord says they are burn marks.

He observed no mold.

He denies any entry without permission.

Ms. S. testified that there was mold and that the piles of clothing were in the process of being washed because of that mold. She says the tenants had to dispose of a couch because of mold. She says the landlord was in the habit of entering their rental unit without permission. She says that her son uses the propane torch when he can't find his lighter.

Mr. S. testified that the marks on the wall were not burns but were dirt and that they had been cleaned off.

### Analysis

The tenants have failed to prove the existence of mold in the premises, its extent, type or that it was the fault of the landlord or the building structure. Their application for relief in regard to a mold problem is dismissed.

The tenants have not proved on a balance of probabilities that the landlord has ever entered without permission. It was suggested at hearing that the allegation of touching is a matter for the police.

The landlord has failed to provide satisfactory evidence that the tenants were repeatedly late paying rent or that there were an unreasonable number of occupants (as opposed

to visitors) in the suite, nor has he shown that they have unreasonable disturbed anyone.

The landlord's evidence does show that it is highly likely that the marks on the wall are burn marks and they are consistent with burn marks created by a propane torch being used on and down the wall. Such conduct is extraordinarily dangerous. It puts the tenants and the other occupants in the complex a risk of loss to person and property. It seriously jeopardizes the health and safety of the tenants. It puts the landlord's property at significant risk. It is extraordinary damage. For these reasons the Notice to End Tenancy is upheld.

I find that the tenants denied the landlord access to a portion of the rental unit, despite lawful notice to enter. Such conduct seriously jeopardizes the lawful right of the landlord to enter on proper notice. For this reason the Notice is upheld.

### Conclusion

The tenants' application is dismissed. This tenancy ended on August 31, 2014 as a result of the Notice. The landlord will have an order of possession as he requested pursuant to s. 55 of the *Act*.

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 06, 2014

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Residential Tenancy Branch

