



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP

### Introduction

This is an application filed by the tenant for an order cancelling a notice to end tenancy issued for cause and an order for the landlord to make repairs.

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 submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

During the hearing, the landlord's daughter, M.A. stated that she is withdrawing all but two of the reasons for cause listed on the notice to end tenancy. The landlord wishes to proceed with:

- 1) Tenant is repeatedly late paying rent.
- 2) Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord has withdrawn her reasons for cause on the remaining portions of the notice to end.

The tenant has also clarified that although she did not provide any written details of what repairs she is requesting that all of them at the time of the application have been resolved and that this portion of the application can be withdrawn.

The landlord has stated during the hearing in her direct testimony that she wished to end the tenancy. As such, I find that this satisfies the provisions of the Act in that the landlord is requesting an order of possession to end the tenancy.

### Issue(s) to be Decided

Is the tenant entitled to an order to cancel a notice to end tenancy?

Is the landlord entitled to an order of possession?

### Background and Evidence

This tenancy began on April 1, 2013 on a fixed term tenancy until March 31, 2014 and then thereafter on a month to month basis as shown by a copy of the signed tenancy agreement dated March 7, 2013. The monthly rent is \$1,400.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$700.00 was paid on March 7, 2013.

Both parties confirmed that the landlord served the tenant with a 1 month notice to end tenancy issued for cause dated September 27, 2014 showing an effective end of tenancy date of October 31, 2014. The notice displays 5 reasons for cause selected by the landlord.

- 1) Tenant is repeatedly late paying rent.
- 2) Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord states that the tenant has been repeatedly late paying rent. The tenant confirms this, but states that she has not been late within the last 7 months and that at the time of the late rent payments, the landlord stated that she would be understanding and that there were no issues. The landlord confirmed that she accepted the tenant's late rent payments and did not proceed with any actions regarding them.

The landlord also states under reason number 2 that there have been 9 complaints filed by the strata within the last year against the tenant. The landlord states that on April 29, 2013 the tenant was cited for leaving items on the patio. On February 12, 2014 the tenant was cited for noise complaints for banging on the ceiling disturbing another occupant. On April 8, 2014 the tenant was cited for leaving dog feces on the property. On May 14, 2014 the tenant was cited for smoking on the strata property. On May 23, 2014 the tenant was cited for entering the amenity center with a dog in the pool area. On June 4, 2014 the tenant was cited for smoking on the strata property. On August 29, 2014 the tenant was cited for an oil spill in the parking stall. On October 5, 2014 the tenant was cited for directing the charge to the strata for a plumbing invoice without authorization. On October 30, 2014 the tenant was cited a second time for storing items on the patio. The tenant has confirmed the circumstances of these complaints from the landlord and strata. The landlord states that in 3 cases fines were levied against the owner for the tenant's actions. Both parties confirmed that 2 of the 3 fines have been paid and the tenant has not yet paid the 3<sup>rd</sup> fine. The landlord states that with this many complaints from the strata that it is an unreasonable disturbance of the tenant against the other occupants of the strata and the landlord. The tenant admits to each of these occurrences, but states that the strata is, "picking" on her.

### Analysis

I accept the evidence of both parties and find that the landlord has properly served the tenant with a 1 month notice to end tenancy issued for cause dated September 27, 2014 with an effective end of tenancy date of October 31, 2014. The tenant has

confirmed that she was repeatedly late paying rent, but that the landlord accepted this at the time and allowed it. The landlord confirmed in her direct testimony that no action was taken because she accepted the tenant's reasons and circumstances. As such, I find that as there have been no further late rent payments and that the landlord accepted the past late rent payments that the landlord's reason for cause has failed. The landlord chose not to act to address the repeated late rent payments at the time and accepted them. This portion of the landlord's reason for cause to end the tenancy is dismissed.

On the second reason for cause, I find that the landlord has established a reason for cause. The tenant has not disputed the circumstances of the 9 complaints provided by the landlord nor has she provided any other details of mitigation other than to state that, "I don't know" why the landlord should not be granted an order of possession. The tenant confirmed the complaints filed against her in her direct testimony. I find that the landlord has provided sufficient grounds to satisfy me that the tenant has unreasonably disturbed another occupant or the landlord by failing to comply with the strata rules.

The tenant's application to cancel the notice to end tenancy is dismissed. The landlord is granted an order of possession. 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.

### 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: November 19, 2014

---

Residential Tenancy Branch

