



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            mndc, psr, rr, cnc, o, opc, opn, ff

### Introduction

The tenant initially applied for dispute resolution, seeking compensation from the landlord, an order to provide services required by law, and to allow a reduction of rent for repairs, service or facilities agreed upon but not provided. The tenant subsequently amended his claim to request an order cancelling a One Month Notice to End tenancy served on February 10, 2016.

The landlord also applied for dispute resolution, seeking an Order of Possession.

One of the objectives of the Rules of Procedure for hearings of this nature is to ensure a consistent, efficient and just process for resolving disputes (Rule 1.3). It is not possible within this context to deal with such a vast array of issues of concern to the tenant in one short hearing. At the hearing the tenant confirmed that the most critical issue to deal with was his claim to cancel the Notice To End Tenancy. That claim is unrelated in fact and law to the balance of the tenant's claim, and those other elements are all dismissed pursuant to Rule 2.3, with liberty to re-apply.

### Issues to Be Decided

Is the Notice to End Tenancy served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession, or should the Notice be cancelled, and the tenancy continue?

### Background and Evidence

The tenant was served a One Month Notice to End Tenancy on February 10, 2016, which alleged that the tenant or a person permitted on the residential property has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person permitted on the residential property has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and the tenant has put the landlord's property at significant risk.

The landlord testified as to three main issues of concern as the basis for the eviction notice. Firstly, he alleged the tenant had provided a fake tenancy agreement to the local school principal, in order to demonstrate the tenant's grandson's residency. Secondly, he alleged the tenant was keeping 20 litre jerry cans of gasoline on the premises, which placed his property at a safety risk not covered by his home insurance. Thirdly, he testified about an occasion when the tenant's adult son came to his door, shouted at his wife, and would not allow the door to be closed, over an incident involving a vehicle in his parking spot which he assumed had been

parked there by the landlord, when in fact it was a vehicle belonging to a friend of the tenant.

The tenant replies that he did not sign or prepare the fake tenancy agreement, that he had been storing the gasoline since the start of the tenancy, and the landlord had not complained, and that his son had admitted to his mistake about the vehicle.

### Analysis

I prefer the testimony of the landlord over the tenant regarding the fake tenancy agreement. I accept his testimony that he never signed such an agreement, and that he would not have provided such agreement to the school. Only the tenant's family would have benefitted from that agreement. I consider the underlying fraud to be a significant jeopardy of the lawful interests of the landlord.

I accept the tenant's testimony that he stopped storing the jerry cans of gasoline on the premises once he became aware of the landlord's concern. Nevertheless, I find that the storage of a large quantity of gasoline on the premises should not have been initiated by the tenant without the landlord's consent and permission, and I agree that the tenant's practise for numerous months had placed the landlord's premises at risk.

Finally, I agree that the shouting of the tenant's son at the landlord with his foot in door was disturbing to the landlord and his wife.

Although the final incident was an error and could be excused, it serves to exacerbate the disturbances to the landlord and indicate that these are unreasonably disturbing, or place the landlord's safety at risk. I find that the landlord has grounds to end this tenancy. The notice ending the tenancy is therefore found effective to end this tenancy, and the landlord has established a right to possession. The tenant's claim is dismissed.

### Conclusion

Pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective March 31, 2016. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The landlord is awarded \$100.00 representing the recovery of his filing fee.

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: March 22, 2016

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Residential Tenancy Branch