



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenants apply to cancel a one month Notice to End Tenancy dated and served May 31, 2016.

The Notice alleges that the tenants have caused extraordinary damage to the unit. Proof of such an allegation provides a lawful ground for eviction under s. 47 of the *Residential Tenancy Act* (the "RTA").

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenants have caused extraordinary damage to the premises.

Background and Evidence

The rental unit is a two bedroom "plus den" apartment. There is a written tenancy agreement but neither side submitted a copy for this hearing. The current tenancy started February 1, 2016, though it appears that one or both tenants were residing in the rental unit before then.

The monthly rent is \$1500.00, due on the 20th of each month. The parties indicate that the landlord is holding a \$1450.00 security deposit paid February 1, 2016.

In support of the Notice, the landlord submitted seventeen photos of the balcony of the apartment, showing that the tenants have been barbequing. She testifies that the barbeque and the balcony are very greasy. She says that in the apartment there is grease “everywhere” and that she noticed water on the counter beneath a rice cooker. She alleges the water has damaged the cabinet.

The landlord says that three months ago she had an issue with the tenants regarding the refrigerator and freezer in the rental unit. She says she had to clean it herself. There appears to be no allegation, either in the landlord’s materials or her testimony, that the tenants have caused damage to the fridge or the freezer.

She says that the tenants refused to let her handyman accompany her during an entry to the unit for which proper notice had been given to the tenants.

The tenants produce digital photos taken nine or ten days after the Notice was served showing the rental unit, including the balcony, to be clean.

Analysis

The landlord’s chief concern appears to be the state of cleanliness maintained by the tenants. There is no evidence of damage to the premises by them. There is no objective evidence upon which to conclude that the counter has been damaged. There are no proven grounds for the claim that the tenants have caused “extraordinary damage.”

As a result, the Notice is hereby cancelled.

As noted at hearing, the *RTA* requires that a tenant maintain reasonable health, cleanliness and sanitary standards throughout the rental.

As noted at hearing, once a landlord has given lawful notice to enter the premises, she may enter accompanied by her agents or workmen, as is commensurate with the reason for the entry. She may enter whether the tenants are there or not.

Conclusion

The application is allowed. The Notice is hereby cancelled.

There is no claim for recovery of any filing fee.

This decision was rendered orally at hearing and 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: June 30, 2016

Residential Tenancy Branch