



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, OLC, ERP, RP, LRE, LAT, RR, FF, CNR, CNC

Introduction

This is an application brought by the tenant(s) requesting Orders canceling two notices to end tenancy, requesting repair Orders, requesting a rent reduction, and requesting Orders regarding access.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the Applicants have put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel both the ten-day Notice to End Tenancy, and the one month Notice to End Tenancy, and the request for recovery of the filing fee, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

At the beginning of the conference call the landlord testified that he has accepted rent from the tenants to cover the rent that was outstanding, and has also accepted rent for a new month, and therefore he considers the ten-day Notice to End Tenancy to now be void.

With regards to the one-month Notice to End Tenancy the landlord testified that it is their belief that the tenants have significantly interfered with or unreasonably disturbed the landlord.

The landlord testified that, even though a portion of the rental property is exclusively reserved for landlord use, the tenants informed her they were having someone move into the bedroom in her portion of the rental property. The landlord further testified however that no one ever moved into her portion of the rental property.

The landlord further testified that on one occasion when the tenant's dog was dropping a bone on the floor, which made quite a bit of noise, the tenant responded negatively when she attempted to speak to her about it and said she would not speak to her.

The landlord further testified that it is their belief that the tenant purposely poured water on the head of their contractor, from above, when the contractor was outside the rental unit, and when the contractor moved the water moved with him.

The landlords further testified that she had her dog tied to a leash, and the tenants dog which, was off leash, attacked her dog, and the only way she could break the dogs apart was to hit the tenant's dog with a roller.

The landlord further testified that the tenants had agreed to allow a plumber and electrician into the house however, the day before the plumber and electrician were to arrive, the tenants said they could not come in, and therefore she was forced to serve a 24 hour notice on the tenants for entry. When she served the notice the tenants became very argumentative however they did allow entry of the contractors.

The landlords witness testified that the tenant's large dog attacked the landlords small dog when the landlord small dog was on a leash, and the tenants large dog was off

leash. He further stated that the landlord was able to separate the dogs by hitting the large dog with a roller.

The landlord's witness further testified that, when he was having a cigarette outside the rental unit, water was poured on him from above and although he could not see who was pouring the water he could hear the female tenant.

When the witness was asked by the tenants, what the landlord's dog's leash was tied to, the witness stated it was in the landlord's hand and it was a 3 to 4 foot leash.

When the witness was asked by the tenants whether he had told them that the landlord's dog had it coming and that it bites other dogs, he denied ever making that statement.

When the witness was asked by the tenants whether he ever started work or played loud music before 2 PM, the witness stated they only did work earlier when they were doing tile, and that he never played loud music.

When the witness was asked by the tenants how long water was poured on him, he initially stated "until it was done", however when I asked him to be more specific, he gave an approximation of 12 seconds.

The tenants testified that they never poured any water on anybody and have no idea what the landlord or witness could be referring to.

The tenants further testified that their dog was chewing on a bone at approximately 6 PM however when the landlord spoke to them they took the bone away from the dog.

The tenants further testified that their dog did not attack the landlord's dog and in fact the landlord's dog was off leash and attacked their dog first and their dog simply retaliated at which point the landlord put varnish on their dog's head, which poisoned their dog and resulted in the need for veterinary care.

The tenant further testified that they have never obstructed the landlord's ability to do renovations at the rental property and in fact it was the landlord who had gone back on the agreement to not make noise until after 2 PM in the afternoon since they work night shift and would be sleeping prior to that.

Analysis

It is my finding that the landlord has not met the burden of proving that the tenants have significantly interfered with or unreasonably disturbed the landlord.

It's obvious from the testimony of all parties that there is some tension in the relationship between the landlord and tenants; however it's my finding that that is not sufficient reason to end the tenancy.

With regards to the allegation that the tenant refused to talk to her when she spoke to the tenant about the dog making noise with the dog bone, again although this shows the tension in the relationship it is not grounds for ending a tenancy.

With regards to the claim of the tenant pouring water on the head of the landlords witness, both the landlord and the witness have stated that they could not see who was pouring the water, and since the tenant denies pouring water, it's my finding that the landlords have not met the burden of proving that the tenant knowingly poured water on the witnesses head.

With regards to the alleged dog attack, again it is my finding that the applicant has not met the burden of proving that the tenants dog attacked her dog first, nor has the applicant shown that there was any negligence on the part of the tenants.

With regards to the landlord's allegation that the tenants refused entry to the plumber and electrician requiring her to give a 24 hour written notice, the Act requires the landlords give 24 hour written notice of entry, and if they do not, the tenants are not required to allow entry.

It is my decision therefore that although there is obvious tension between the parties, as stated above, there is not sufficient grounds to end this tenancy, and I will be canceling the Notice to End Tenancy.

Conclusion

A I hereby Order that the one-month Notice to End Tenancy, dated June 6, 2016, and given under section 48 of the Residential Tenancy Residential Tenancy Act, is hereby canceled and this tenancy continues.

I further Order that the respondent/landlord bear the cost of the filing fee paid by the tenants, and I therefore have issued an Order for the landlord's to pay \$100.00 to the tenants pursuant to section 72 of the Residential Tenancy Act.

As stated at the beginning of this decision, the remainder of the tenants claims are dismissed with leave to reapply.

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 05, 2016

Residential Tenancy Branch