



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants' Application made September 19, 2016: CNR; CNC
Amended October 6, 2016: MNDC; CNR; CNC

Introduction

This Hearing was scheduled to be heard by teleconference at 11:00 a.m. on November 3, 2016. This is the Tenants' Application to cancel a notice to end tenancy for unpaid rent; and to cancel a notice to end tenancy for cause. On October 6, 2016, the Tenants amended their Application to include a request for monetary compensation.

Both parties signed into the Hearing and gave affirmed testimony.

Pursuant to the provisions of Rule 2.3, I explained to the parties that in order for multiple claims to be included in an Application, they must be sufficiently related. I find that the Tenants' application for a monetary award is not sufficiently related to her application to cancel the notices to end tenancy. Therefore, I dismissed that portion of her claim, **with leave to reapply**.

The Landlord provided documentary evidence which suggests that the Landlord believes he has a monetary claim against the Tenants. I explained to the Landlord that this matter was scheduled to hear the Tenants' Application for Dispute Resolution and that he is at liberty to file his own Application for Dispute Resolution if he so desires.

Issue(s) to be Decided

Should the notices to end the tenancy be cancelled?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. This tenancy began on November 1, 2014. Monthly rent is \$1,295.00, due on the first day of each month.

On September 16, 2016, the Landlord served the Tenants with a Notice to End Tenancy for Unpaid Rent in the amount of \$168.00. This Notice also indicates that the Tenants did not pay utilities in the amount of \$1,073.50.

On September 16, 2016, the Landlord also served the Tenants with a Notice to End Tenancy for Cause.

The Landlord's agent gave the following testimony:

- In January, 2016, the Tenants deducted \$168.00 from rent for unauthorized repairs that were done on November 15, 2015. The Landlord did not give permission for the Tenants to deduct this from rent.
- Water is metered at the rental property. Generally, water bills average less than \$25.00 per month. The Tenants' toilet was running non-stop for several months, which caused the water bills to exceed \$400.00 per month. The Tenants did not notify the Landlord about the problem with the toilet and it cost the Landlord more than \$1,000.00 in water charges and repair charges.
- The Landlord had to pay a plumbing bill because the Tenants dropped a popsicle stick down the sink.
- The Tenants got two dogs, contrary to a "no pets" clause in the addendum to the tenancy agreement. On July 28, 2016, the Landlord gave the Tenants a warning letter that the Landlord had not given written permission for the Tenants to have pets. The Landlord stated that he would be prepared to allow the Tenants to have a pet providing the Tenants paid a pet damage deposit in the amount of \$666.00 no later than August 30, 2016. The warning letter stated that if the Tenants did not pay the deposit an eviction notice would be issued.
- The dogs were still at the rental unit and no pet damage deposit has been paid.

The Tenant gave the following testimony:

- The Landlord authorized the Tenants to deduct \$168.00 from rent, which was deducted in November, not January.
- There was a break-in at the rental unit in December, 2015, and the toilet got broken during the break-in. The Tenants told the Landlord about the broken toilet but the Landlord didn't do anything about it. Water is included in the rent.
- There were several problems with appliances breaking down, and the Tenants always told the Landlord, but the Landlord never did anything about it.
- The Tenant stated that the dogs are gone now and that they were re-homed at the end of October, 2016.

Analysis

When a tenant seeks to cancel a notice to end the tenancy, the onus is on the landlord to provide sufficient evidence that the tenancy should end for the reason(s) provided on the notice.

On the One Month Notice to End Tenancy, the Landlords provided the following reasons for ending the tenancy:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

I find that the Notice to End Tenancy for Cause is a valid notice to end the tenancy.

I find that the Tenants got two pets without the written permission of the Landlord, contrary to the terms of the tenancy agreement.

Having found that the Landlord has provided sufficient cause to end the tenancy on the One Month Notice, I will not explore the merits of the 10 Day Notice to End Tenancy for Unpaid Rent.

Further to the provisions of Section 47 of the Act, I find that the tenancy ended on October 31, 2016.

Section 55(1) of the Act provides:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the One Month Notice to End Tenancy complies with Section 52 of the Act, and therefore, pursuant to Section 55(1) of the Act, the Landlords are hereby provided with an Order of Possession.

Conclusion

The Tenants' Application for monetary compensation is **dismissed with leave to reapply**.

The Landlords are hereby provided with an Order of Possession effective **2 days after service of the Order upon the Tenants**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 03, 2016

Residential Tenancy Branch