



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZENITH SYSTMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties confirmed that they had exchanged their documentary evidence.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The landlord gave the following testimony. The tenancy began on or about October 1, 2015. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00 and a pet deposit of \$450.00. The landlord testified

that on December 7, 2016 he served the tenants a One Month Notice to End Tenancy for Cause on the basis that:

The tenants seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and

Put the landlords' property at significant risk.

The landlord testified that as a result of some emergency plumbing and electrical repairs, he required access to the subject unit. The landlord testified that he discovered the "fire alarm and carbon monoxide detector had been damaged and disconnected". The landlord testified that the upstairs tenant told him that the subject tenants would blame the contractors for the damaged fire alarm and carbon monoxide detector. The landlord requests an order of possession. The landlord disputed the tenants' calculations for hydro payment in regards to their monetary claim.

The tenants gave the following testimony. The tenants testified that they adamantly deny that they damaged or disconnected the fire alarm or carbon monoxide detector. The tenants testified that they were not aware of the alarm or detector until the landlord pointed it out to them. The tenants testified that they further deny making a statement that they would blame the contractor for the damage. The tenants testified that they had made a comment that with all of the repairs that had been ongoing for the past month; perhaps one of the tradespeople damaged the fire alarm and carbon monoxide detector. The tenants feel that they are entitled to \$625.00 for over paying their hydro bill.

Analysis

When a landlord issues a notice under Section 47 of the Act, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord issued the notice on the basis of a comment made by the upstairs tenant, without any further supporting evidence. The tenant adamantly disputes that claim and testified that she was offering an opinion and not making an allegation. The landlord did not provide sufficient evidence that the tenants disconnected and damaged the fire alarm or carbon monoxide detector, accordingly; the One Month Notice to End Tenancy for Cause dated December 7, 2016 is set aside. It is of no effect or force. The tenancy continues.

The tenants were seeking a monetary order of \$625.00. The tenants stated that they feel they have overpaid in their hydro amount. The landlord disputes the tenants' allegation. The tenants have failed to provide sufficient documentation as to the amount

they are required to pay or the agreement of same. Based on the insufficient evidence before me I dismiss the tenants' monetary claim.

Conclusion

The One Month Notice to End Tenancy for Cause is set aside. The tenancy continues.

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: January 17, 2017

Residential Tenancy Branch