



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC   FF   O

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, received at the Residential Tenancy Branch on July 25, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a One Month Notice to End Tenancy for Cause, dated July 24, 2017 (the "One Month Notice");
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Tenants attended the hearing on their own behalves. The Landlord attended the hearing but relied on the testimony of his agent, B.Z. All parties giving oral testimony provided a solemn affirmation.

The Tenant testified that the Application package was served on the Landlord by registered mail in July 2017, and that a subsequent documentary evidence package was served on the Landlord, in person, on September 19, 2017. The Landlord acknowledged receipt of both packages.

The Landlord's documentary evidence in response to the Tenants' Application was received at the Residential Tenancy Branch on August 31, 2017. According to the Landlord, it was served on the Tenants, in person, on July 24, 2017. The evidence consisted of a copy of the One Month Notice and a hand-written letter confirming the Landlord's authorization to have B.Z. act as his agent. The Tenants confirmed receipt of the One Month Notice but denied receipt of the letter authorizing B.Z. to act as the Landlord's agent. I find there is not prejudice to the Tenants in proceeding.

No further issues were raised with respect to service or receipt of the above documents. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

### Background and Evidence

Neither party submitted a copy of the tenancy agreement into evidence. However, the parties agreed the tenancy began in or about August 2014. Currently, rent in the amount of \$875.00 per month is due on the first day of each month. The Tenants paid a security deposit of \$425.00, which the Landlord holds.

The Tenants sought an order cancelling the One Month Notice, which was issued by the Landlord on the following bases: the Tenants or a person permitted on the property by the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord, or put the Landlord's property at significant risk; the Tenants or a person permitted on the property by the Tenants have engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; the Tenants or a person permitted on the property by the Tenants have caused extraordinary damage to the unit/site or property/park; the Tenants has not done required repairs of damage to the unit/site; the Tenants have breached a material term of the tenancy agreement.

On behalf of the Landlord, B.Z. testified that the Landlord is disabled due to a number of health issues. He is under 24-hour care. Accordingly, the rental unit is needed for a family member to address the Landlord's health needs.

In reply, A.M. submitted that this was not a valid reason for issuing the One Month Notice.

On behalf of the Landlord, B.Z. also testified that a secondary concern to the Landlord is the modification of the electrical system in the property in early 2017. According to the B.Z., the Tenants made the changes to enable them to charge their electric vehicle, contrary to local bylaws, which has resulted in higher utility costs. B.Z. testified that the changes were made without permission from the Landlord, who is also concerned about safety. B.Z. confirmed the Landlord has not taken steps to have an electrician inspect the changes.

In reply, the A.M. testified the modifications were completed by a Red Seal electrician, but acknowledged the work was done without the Landlord's permission and without obtaining a permit. However, he stated that the Tenants no longer charge their vehicle at the rental property.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a Landlord to end a tenancy for cause in the circumstances described therein. In this case, the Landlord issued the One Month Notice on the bases listed above.

The Landlord's agent, B.Z., testified the Landlord requires the rental unit for family member to attend to his health care needs. As noted by A.M. during the hearing, this is not a valid reason for issuing a notice to end tenancy for cause.

Further, B.Z. testified the Tenants have made modifications to the electrical system in the rental unit. She submitted that utility charges have increased, and expressed concerns about safety. B.Z. also suggested the installation was made contrary to local bylaws. However, the Landlord did not submit any documentary evidence in support of these claims. Further, B.Z. confirmed that, despite these concerns, the Landlord has not arranged for an electrician to attend the rental unit to inspect the changes.

After careful consideration of the evidence tendered by the parties, I find there is insufficient evidence before me to conclude the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord, put the Landlord's property at significant risk, engaged in illegal activity, caused extraordinary damage to the rental unit, have not done required repairs, or have breached a material term of the tenancy agreement. Rather, B.Z. confirmed that the primary reason for wishing to end the tenancy was to have a family member move in, and that the Landlord's concerns about the changes to the electrical system were secondary.

In light of the above, I order that the One Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Having been successful, I find the Tenants are entitled to recover the \$100.00 filing fee paid to make the Application. I order that this amount may be deducted from a future rent payment, at the Tenants' discretion.

Conclusion

I order that the One Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

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: October 4, 2017

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Residential Tenancy Branch