



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADIAN LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP

Introduction

On October 26, 2017, the Tenant submitted an Application for Dispute Resolution requesting to cancel a 1 Month Notice to End Tenancy for Cause dated October 20, 2017, (the 1 Month Notice) and for an order for the Landlord to make repairs to the rental unit.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Does the Landlord have cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy commenced on January 15, 2013, as a 1 year fixed term tenancy that has continued as a month to month tenancy. Rent in the amount of \$906.00 is due by the first day of each month. The Tenant paid the Landlord a security deposit of \$410.00.

The Landlord testified that the Tenants are responsible to pay the Landlord for the costs associated with the remediation of the rental property due to a flood caused by the Tenants. The Landlord testified that on August 8, 2016, there was a flood caused by the Tenants leaving the kitchen sink running.

The Landlord sent the Tenants a letter stating that the Landlord will be determining the cost of the damage and the final cost will be passed on to the Tenants for payment to the Landlord.

On September 18, 2017, the Landlord sent the Tenants a letter requesting the Tenant to pay the Landlord the amount of \$6,000.00 for the damage.

When the Tenants did not make the payment, the Landlord decided to issue a 1 Month Notice To End Tenancy For Cause.

The Landlord testified that a 1 Month Notice To End Tenancy For Cause dated October 20, 2017, was issued to the Tenant.

The Landlord testified that the 1 Month Notice was posted on the Tenant's door on October 20, 2017. The reasons for ending the tenancy within the 1 Month Notice are:

- *Tenant has caused extraordinary damage to the unit/site property /park*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so*
- *Non-compliance with an order under the legislation within 30 days after the Tenant received the order or the date in the order*

The Landlord testified that the reasons within the 1 Month notice are all due to the flood and the Tenants failure to pay for the damage.

The Tenant disputed the 1 Month Notice within the required timeframe.

The Tenant refuted the Landlords claim that she is responsible to pay for damages caused by the flood.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that there is sufficient cause to end the tenancy.

Based on the testimony and evidence before me, I find that the Landlord is not attempting to end the tenancy based on the Tenants' negligence of causing a flood. The Landlord is seeking to end the tenancy due to non-payment of an invoice the Landlord feels the Tenant is responsible to pay.

It appears that if the Tenants had paid the invoice, the Landlord would not have issued a 1 Month Notice To End Tenancy For Cause. The Landlord took no action to end the tenancy over the past year since the flood occurred.

I find that the Landlord has provided insufficient evidence to end the tenancy for the reasons listed within the 1 Month Notice To End Tenancy For Cause.

If the Landlord feels that the Tenant is responsible for the costs associated with a flood, the Landlord may apply for dispute resolution and make a claim for compensation. Since the Tenant refutes responsibility to pay for the damage, the Landlords position that the Tenant is responsible for these costs is simply an allegation.

I find that the Landlord has not provided sufficient evidence to support ending the tenancy; therefore, I cancel the 1 Month Notice to End Tenancy for Cause, dated October 20, 2017.

I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated October 20, 2017, is cancelled.

The tenancy will continue until ended in accordance with the Act.

The Tenant's request for a repair order was not heard. The Tenants have leave to reapply for an order for the Landlord to make repairs to the unit.

The Landlord has leave to apply for dispute resolution and make a claim for compensation.

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, 2018

Residential Tenancy Branch