



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE LEAF HOMES LANGLEY LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPN, MND, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a written notice to end the tenancy given by the tenants. It also seeks a monetary award for unpaid August 2019 rent, for the cost of cleaning up the property, for the cost of demolishing a building and to recover two local government fines imposed on the property.

Issue(s) to be Decided

Have the tenants given written notice to end the tenancy? Have they failed to pay August rent? Can the landlords be compensated for the estimated costs of cleaning and demolition? Are the tenants responsible for the local government fines?

Background and Evidence

The rental unit is a two bedroom house located on two acres of undeveloped, unimproved land.

There is a written tenancy agreement showing this tenancy started on November 1, 2018. The monthly rent is \$1600.00, due on the first of each month. The landlord holds an \$800.00 security deposit.

Only the respondent Mr. C.J.A.L'H. signed the tenancy agreement. His father Mr. C.L'H. did not. I find that only the respondent Mr. C.J.A.L'H. is a tenant.

The landlords do not submit any notice to end tenancy from the tenant. They have filed a Notice to End Tenancy for cause alleged to have been served on the tenant by hand by Mr. D.S. on August 20. The tenant denies that he has ever been served with it.

Mr. S.S. for the landlord says the tenant has not paid the August 2019 rent of \$1600.00 nor September or October's rent. The tenant says he paid it to Mr. D.S. in cash around August 7 and did not get a receipt. Mr. D.S. denies it.

Mr. S.S. alleges that the tenant has brought onto the property a large quantity of junk and garbage as well as used or wrecked vehicle. The landlord seeks \$4000.00 it estimates will be the cost of cleanup.

He says the tenant is permitting others to live in recreation vehicles and trailers on the property, in violation of local government bylaws.

He says the tenant has constructed a building without the required permit. The landlord seeks the \$1000.00 it estimates will be the cost for removal.

Mr. S.S. indicates that the local government, the "City", has ticketed the landlord as property owner \$1500.00 for bylaw violations up to the date of this application, and a further \$1000.00 since. The landlord's monetary order worksheet seeks to recover \$700.00 in ticket costs.

The tenant appears to admit he started construction of a building on an existing foundation but did so without the required permit. He indicates he has deconstructed that building.

He says that much of the junk, garbage, vehicles and trailers were on the property when he started renting last November.

Analysis

Rent

The burden of proof is on the debtor to prove payment of a debt and, equally the burden is on a tenant to prove payment of rent. A tenant paying rent in cash is expected to get a receipt. Indeed, the *Residential Tenancy Act* (the "Act") requires a landlord to give a receipt to a tenant paying cash.

In this case, the tenant has not satisfied that burden. He has not proved the August rent was paid.

Accordingly, I award the landlord \$1600.00 for August rent.

The landlord is free to apply for a monetary award for subsequent rent unpaid after August 1, 2019.

End of Tenancy

The landlord's claim is that the tenant gave notice to end this tenancy. That has not been proved.

The landlord says it has issued and served the tenant with a one month Notice to End Tenancy for cause. The landlord is free to apply for an order of possession pursuant to that Notice.

Bylaw Tickets

I have reviewed the City letters filed by the landlord and none refer to any particular ticket issued for any particular reason. The landlord has not produced any of the actual tickets and so it is not possible to determine what each ticket was for or how it might relate to the tenant.

For this reason I dismiss the landlord's claim for recovery of money paid on City tickets. The landlord is free to apply to recover the money for any tickets issued to the landlord for the tenant's conduct or failure to act, after the date of this application: June 28, 2019.

Building Demolition

It would appear from the photographs taken by the City on September 12, 2019, that there is no new structure to be demolished anymore.

Mr. S.S. testifies that the building shown in the photos is a structure that was build after this tenancy started. That statement is not reasonably believable. The building shown in the photos is of significant age. It is of sufficient antiquity as to have earned a plastic tarp over its roof to keep out the rain.

It is more likely that, as the tenant says, he demolished his addition to this old building some time before the September 12 photographs were taken. I dismiss this item of the claim.

Clean Up

The landlord has put itself at a significant disadvantage in this matter by failing to produce the move-in condition report for this tenancy; a report a landlord is obliged to prepare (s. 23 of the *Act*). That report should clearly show the state of the property then and would show what of the items shown in the City's photos was or was not pre-existing as alleged by the tenant.

Having regard to the considerable amount of junk shown in the photos, it is hard to comprehend one tenant, caring for a parent in ill health, could amass such a collection in the nine and one half months between the start of the tenancy and the taking of the City photos.

In any event, the landlord claims \$4000.00 for clean up without giving any basis for that figure.

I decline to award the landlord any money for this item. It is entitled to re-apply should the rental unit or property require clean up after the end of the tenancy.

Other

It became clear during this hearing that the City has directed the landlord to remove junk and trash and to cease the accommodation of people in trailers and recreation vehicles on this property.

I order that the landlord may give the tenant a lawful notice to enter the property in accordance with the *Act*, for the stated purpose of the parties inspection and designation of any item on the property (other than items contained within the two bedroom home occupied by the tenant and his father) as having been on the property before the start of this tenancy. The tenant or his agent are free to take part in the inspection and to designate to the landlord any such item he considers to have been there from before.

The landlord is thereafter free to take or remove and dispose of any such pre-existing item.

If the tenant or his agent fail to attend and so designate items after lawful notice to enter, then all items of junk, garbage, discarded materials, wrecked or unlicensed vehicles, trailers or recreation vehicles will be deemed to have arrived after the start of this tenancy and to be the responsibility of the tenant.

I order that within fifteen days after such inspection by the landlord the tenant remove all trash, discarded materials, wrecked or unlicensed or and trailers brought onto the property after the start of this tenancy and I order that the tenant comply with any further order in that regard, issued by the City.

I order that the tenant cease forthwith on receipt of a copy of this decision to permit any person to occupy or reside in any accommodation, recreational vehicle, trailer or other place on the property other than the house.

Conclusion

The landlord is entitled to an award of \$1600.00. I award the landlord recovery of the \$100.00 filing fee for this application.

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 08, 2019

Residential Tenancy Branch