



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC LTD &
THE LION HOTEL
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes CND, MNDCT

Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47; and
- a Monetary Order for damage or compensation under the *Act*, 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. The parties acknowledged that they had exchanged their documentary evidence.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause? If not, is the landlord entitled to an order of possession?
Is the tenant entitled to a monetary order for compensation for loss or damage under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenant has put a small satellite dish and antennae on the roof of the building. The landlord testified that the tenant disconnected the security cameras that are situated on the roof. The landlord testified that the tenant had wires running out of his window onto the roof. The landlord testified that written warnings were given to the tenant in July 2019 and again in

January 2020. The landlord testified that the issues have been remedied, but does not believe that the tenant will refrain from doing this again. The landlord issued a One Month Notice to End Tenancy for Cause on January 31, 2020 for the following reasons:

Tenant or a person permitted on the property by the tenant has:

- *put the landlord's property at significant risk.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*

The landlord seeks an order of possession for the damage the tenant has caused to the roof.

The tenant testified that he wasn't aware that he required the landlord's permission to put up the satellite dish and "wished I had handled this differently". The tenant testified that this is the first time he's heard of any issues with the security cameras. The tenant testified that all issues had been corrected and that he will not put up the satellite dish or antennae again. The tenant wishes to have the tenancy continue.

Analysis

When a landlord issues a notice under section 47 of the Act, they bear the burden of providing sufficient evidence to support the issuance of that notice. It was clear to me during the hearing there is a significant lack of communication between the parties which has led to them to having several dispute resolution hearings. The tenant advised that he now understands that he must not make any changes or alterations to the suite or building without the landlords written consent.

Both parties advised that the issues have been remedied and that that it was done so within 24 hours of the tenant being advised. In addition, the landlord did not provide sufficient evidence of damage to the roof as alleged. Based on the above, I find that the landlord has not provided sufficient evidence to show that the tenant has damaged the roof or that this tenancy must end, accordingly; I hereby set aside the One Month Notice to End Tenancy for Cause, it is of no effect or force. The tenancy continues.

As part of the tenant's application he was seeking \$500.00 for compensation for having to deal with this situation and previous hearings. I find that the tenant's own actions were the cause of many of the issues that led to the hearings and therefore is not

entitled to any compensation, accordingly; I dismiss this portion of the tenant's application.

I find it timely to put the tenant on notice that, if these alleged behaviours were to occur in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside. The tenancy continues.
The tenants monetary claim is dismissed in its entirety without leave to reapply.

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: March 20, 2020

Residential Tenancy Branch