



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. An Order for repairs - Section 32.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Witness provided evidence under oath. The Landlord confirms that its email address as provided on the Tenant’s application is correct.

### Preliminary Matter

The Tenant seeks repairs to a washing machine. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the repair claim is not related to the matter of whether the tenancy will end, I dismiss the claim with leave to reapply.

### Issue(s) to be Decided

Is the notice to end tenancy valid for its stated reason?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The tenancy under written agreement started in 2015. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The current rent of \$1,500.00 is

payable on the first day of each month. On February 16, 2020 the Landlord served the Tenant with a one month notice to end tenancy for cause (the "Notice"). The reason stated on the Notice is that the Tenant has failed to make repairs to the unit. Details for the stated reason on the Notice as provided with an attached letter.

The Landlord states that the Tenant damaged the flooring next to or a short distance from the washing machine. The Landlord states that on December 16, 2019 the Tenant reported problems with the washing machine and that on December 22, 2019 a repair person inspected the machine. The Landlord states that no damage was seen on the flooring at this time. The Landlord states that on January 19, 2020 the Landlord went to make repairs and at this time found the damage. The Landlord states that since it did not serve a notice of entry to the Tenant for this attendance the repairs were not done. The Landlord's Witness describes the damage as a "fist sized" bubble over two or three planks of the flooring. The Landlord provides photos of the flooring. The Landlord states that it does not know how the damage was caused.

The Tenant states that there is no damage to the flooring, that the Tenant cannot see any bubble as described by the Landlord and that the Tenant has no idea of any damage described by the Landlord.

The Landlord states that the Tenant has also breached a material term of the tenancy by having pets and that these pets have caused damage to the unit.

### Analysis

Section 32(3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Section 47(1)(g) of the Act provides that a landlord may end a tenancy where the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3), within a reasonable time. While the Witness describes a bubble on the flooring, no damage or

bubble can be discerned on the Landlord's photo of the flooring provided as evidence of the damage. Further, there is undisputed evidence of a prior problem with the washing machine located next to the claimed damaged area and the Landlord gives no evidence of how the bubble was caused. For these reasons and as the Tenant's evidence is that there is no damage, I find on a balance of probabilities that the Landlord has not substantiated that the Tenant caused the damage to the flooring through act or neglect. Given this finding I consider that the Landlord's reason for ending the tenancy is not valid.

As the Notice does not include breach of a material term of the tenancy agreement as a stated reason for ending the tenancy and as there are no details provided with the Notice of damage by pets as included in the stated reason for ending the tenancy I find that evidence of the pet's presence is not relevant to the determination of the validity of the stated reason on the Notice. The Notice is not valid for its stated reason and the Tenant is entitled to its cancellation. The tenancy continues.

#### Conclusion

The Notice is cancelled, and 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 Act.

Dated: April 29, 2020

---

Residential Tenancy Branch