



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF HOUSING and [tenant
name suppressed to protect privacy]

Dispute Codes

DECISION

CNC, RP, MNDC, FFT

Introduction

On March 4, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated February 26, 2020 (“the One Month Notice”). The Tenant also applied for money owed or compensation for damage or loss and for an order for the Landlord to make repairs to the rental unit.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant appeared at the hearing. The Tenant was assisted by an advocate. 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.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the Landlord has sufficient cause to end the tenancy. The remainder of the Tenant's claims are dismissed with leave to reapply.

Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

Background and Evidence

The Landlord and Tenant testified that the tenancy began in May 2014 and is on a month to month basis. Rent in the amount of \$320.00 is due by the first day of each month. No security deposit was required or paid.

The Landlord served the One Month Notice to the Tenant in person on February 26, 2020. The Notice has an effective date (the date the Tenant must move out) of March 31, 2020.

The Landlord selected the following reason for ending the tenancy within the One Month Notice:

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

- *Put the Landlord's property at significant risk*

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the One Month Notice on March 4, 2020 within the required time period.

The Landlord testified that the parties previously attended a dispute resolution hearing and reached a settlement agreement. The Landlord testified that the settlement agreement contains an acknowledgement from the Tenant that she has caused damage to the Landlords property resulting in warnings to her and the issuance of a notice to end tenancy. The Landlord testified that the Tenant also acknowledged that she has a substance abuse problem. The Landlord agreed to withdraw that notice to end tenancy in accordance with the terms of the settlement agreement.

The Landlord testified that the Tenant has not complied with the terms of the settlement agreement. The Landlord testified that there have been further incidents where the Tenant has caused damage to the rental unit; was verbally abusive; and put the Landlord's property at risk. The Landlord provided a copy of a settlement decision dated December 12, 2019.

The Landlord testified that in February 2020 when they were dealing with a water leak that affected the Tenant's suite, she became angry and abusive, and caused damage to a courtesy suite. The Landlord testified that the Tenant overturned furniture and damaged a wall. The Landlord provided photographs of damage caused by the Tenant.

The Landlord testified that the Tenant also denied access to the Landlord to make repairs to the rental unit. The Landlord testified that she refused entry and slammed the door. The Landlord testified that they had issued a proper notice of entry to the Tenant. The Landlord testified that after refusing entry to permit the repairs, the Tenant called the city to complain that the Landlord was not making repairs. The Landlord testified that the city warned the Landlord that they could be fined if the repairs are not made.

The Landlord testified that they have been dealing with her for three years and they want a harassment-free workplace. The Landlord stated that the Tenant has exhausted their good grace. The Landlord issued a One Month Notice to End Tenancy for Cause dated February 26, 2020.

In response to the Landlord's testimony, the Tenant's advocate asked the Landlord whether or not the water leak originated from the Tenant's unit and the Landlord replied that the leak originated from a sink in an adjoining unit.

The Tenant's advocate suggested that the Tenant did not accept a letter from the Landlord dated February 21, 2020; however, the Tenant testified that she did accept the February 21, 2020 letter.

The Tenant provided testimony in response to questions asked by her advocate about her mental or health conditions. The Tenant testified that she has a breathing issue, uses a walker and has had seizures in the past. The Tenant testified that she smokes cannabis and has not had a drink of alcohol for two weeks. She testified that she gets mad even when she is sober and that she is opinionated.

The Tenant testified that she is willing to continue meeting with a community support worker.

The Tenant testified that she could have complied with the Landlord's letter dated February 21, 2020 but she felt her rights regarding being able to smoke in the courtesy unit were being trampled on, so she chose not to comply.

The Tenant testified that she had refused entry to the Landlord because she did not feel the repair person was properly ticketed. She testified that on April 3, 2020 she let the Landlord into the unit to repair the drywall that was damaged by the leak.

The Tenant testified that she noticed the water leak on January 30, 2020 and she reported it to the Landlord. She testified that someone came into the unit and said it looked like a drip. The Tenant testified that she called the fire department because the leak would not stop.

The Tenant's advocate submitted that the notice to end tenancy was not issued for the reasons of damage the rental property or significant disturbance to the Landlord or another occupant. He submitted that the Landlord was asking the Tenant to temporarily move but was attempting to introduce new terms and conditions of tenancy.

Analysis

In the matter before me, the Landlord has the burden to prove that the reason for ending the tenancy is valid and sufficient. Based on the evidence and testimony before me, I make the following findings:

I accept the evidence before me that the parties previously participated in a dispute resolution hearing where they reached a settlement agreement. I have reviewed the settlement agreement and I find that the agreement provides the following:

1. As communication between the parties has been problematic, the tenant acknowledged that she has caused damage to the landlord's property resulting in warnings and the issuance of the Notice and the tenant acknowledged she has a substance abuse problem for which she is seeking treatment, the parties agreed that for a period of six months the landlord and the tenant will meet bi-weekly; the landlord will assign a Community Support worker to meet with the tenant to co-operatively discuss tenancy issues and concerns, to determine solutions, and to monitor outcomes with an object of harmonious relations.
2. By this means, the parties agreed in good faith to resolve outstanding issues regarding the tenancy and work toward mutually acceptable solutions.

3. The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

I have considered whether or not the Landlord has provided sufficient evidence to support ending the tenancy.

I find that the Landlord properly responded to the Tenant's report of a water in the unit and attempted in good faith to deal with the repair of the water damage and to provide the Tenant with alternate accommodation during the repairs. I accept the Landlords evidence that they posted a proper notice of entry to the Tenant's unit for the purpose of repairing the water damage.

I find that the Tenant refused entry to the Landlord without any legal reason or justification. The Tenant does not have the authority to decide if a repair person has the required qualifications. I find that after refusing entry for repairs the Tenant reported to the city that the Landlord was not completing repairs. I find that the Tenant is not acting in good faith and in accordance with a goal for harmonious relations.

I also accept the Landlords testimony and evidence that the Tenant over turned furniture and damaged a wall in February 2020.

While I acknowledge the submission that the reason for ending the tenancy does not include damage or disturbance, I find that the combination of refusing entry to the Landlord, along with damaging the rental unit prior to the settlement agreement and afterwards, and then reporting the Landlord for failing to repair the unit, amounts to a situation where the Tenant is putting the Landlords property at significant risk. I find that the Tenant has put the Landlord's property at significant risk.

The Tenant's application to cancel the One Month Notice is dismissed. The tenancy is ending.

Under section 55 of the *Act*, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession on the effective date within the One

Month Notice. Since the effective date of the One Month Notice is March 31, 2010, I find that the Landlord is entitled to an order of possession on May 31, 2020.

The Landlord is granted an order of possession effective no later than 1:00 pm on May 31, 2020, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

I find that the Tenant has put the Landlord's property at significant risk.

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated February 26, 2020, is dismissed.

The Landlord is granted an order of possession effective no later than 1:00 pm on May 31, 2020 after service on the Tenant.

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: May 6, 2020

Residential Tenancy Branch