



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, OLC, FFT

### Introduction

This was a 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;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- an Order for regular repairs, pursuant to section 32; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or

accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. 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?
2. Should an order be issued compelling the landlord to comply with the Act, regulation or tenancy agreement?
3. Should an order be issued to have the landlord repair the unit/suite?
4. Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The landlord gave the following testimony. The tenancy began on September 1, 2017 with the rent of \$500.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on July 20, 2021 for the following reasons:

***Landlord's notice: cause***

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

*(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*

*(iii) put the landlord's property at significant risk;*

The landlord testified that the tenant resides on her acreage property in a 500 square foot cabin. The landlord testified that she lives in New York State and that the tenant has the luxury of living on the property alone. The landlord testified that the tenant has caused her significant stress and anxiety as a result of her harassment and actions. The landlord testified that the tenant erected a carport without her authorization and when she was asked to take it down, the tenant lied and said she did, but hadn't. The landlord

testified that the tenant threatened her with legal action and that she would report the landlord for not abiding by the laws of Canada. The landlord testified that she had a friend inspect the property in August 2021. The landlord testified that the tenant has run the property into a very poor condition. The landlord testified that the tenant has damaged the interior of the home along with wiring hanging over the gas stove and damage to the stove. The landlord testified that numerous items are left strewn throughout the property living it in an unsanitary and unsightly condition. The landlord testified that the tenant has been combative and difficult to deal with and is fearful of her. The landlord requests that the tenancy end.

The tenant gave the following testimony. The tenant testified that the property has mould issues that have been ongoing for many years. The tenant testified that the landlord has refused to make repairs when asked. The tenant testified that she would like satellite service for her internet connection as the coverage is poor in the area. The tenant testified that she took care of the property as if it was her own and that she went above and beyond as a tenant. The tenant testified that the landlord has been illegally entering her home. The tenant testified that she wants to continue living on the property.

### Analysis

The relationship between these two parties is an acrimonious one. Each party alleged that the other wasn't telling the truth during the hearing.

When a landlord issues a notice under Section 47 of the *Act*, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. Considered in its totality I find the landlord to be a more credible witness than the tenant. The landlord provided consistent, logical testimony which was supported with documentary evidence where available. The landlord admitted when she could not recall specific facts and, where appropriate, referred to her notes and documents prepared prior to this hearing to assist her recollection.

When the tenant was given a full and uninterrupted opportunity to respond to the claims made in the Notice, the tenant used the time to discuss the passing of her dog and negative dating issues. The tenant was argumentative, focused on irrelevant matters and conducted herself in an agitated and irrational manner. I found that much of the tenant's submissions to have little to do with the matter at hand and was concerned with attacking the landlord and making herself appear to be the wronged party.

The tenant continued to discuss issues that didn't relate to the Notice despite me providing clear information to each party as to the primary issue of this hearing which is the Notice. The tenant was more intent on discussing repairs and the negative relationship with the landlord.

The tenant's testimony often contradicted her documentation. The landlord provided sufficient evidence to show that the tenant has made unauthorized modifications to the property. The landlord also provided sufficient evidence to show that the condition of the property has fallen into neglect and that the tenant has left numerous items strewn about the property leaving it in a dilapidated state.

Based on the landlord's documentation and testimony, and the tenants own contradictory and unreliable testimony, I am satisfied that the tenant has "*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and put the landlord's property at significant risk*".

Section 55 of the *Act* reads in part as follows:

**55** (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

*(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and*

*(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

I find that the landlord's 1 Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

The One Month Notice to End Tenancy for Cause dated July 20, 2021 is confirmed, the notice is of full effect and force. The landlord is granted an order of possession. The tenancy is terminated.

As I have found that this tenancy is over, the tenant's application is dismissed in its entirety without leave to reapply.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

The tenant's application 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: December 07, 2021

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Residential Tenancy Branch