



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenant applied for an order to cancel a One Month Notice to End Tenancy For Cause, dated October 31, 2021 (the One Month Notice).

The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified they served their Notice of Dispute Resolution Proceeding and evidence on the Landlord in person on November 7, 2021, and on December 24, 2021. The Landlord confirmed they received the documents. I find the Tenant served the Landlord in accordance with section 89 of the Act.

The Landlord testified they served their responsive evidence on the Tenant in person on November 30, 2021. The Tenant confirmed receipt of the Landlord's evidence. I find the Landlord served the Tenant in accordance with section 88 of the Act.

### **Issues to be Decided**

- 1) Is the Tenant entitled to an order to cancel the One Month Notice?
- 2) If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The parties agreed on the following particulars of the tenancy. It began on July 1, 2011; rent is \$953.00, due on the first of the month; and the Tenant paid a security deposit of \$400.00, which the Landlord still holds.

The Landlord testified they served the One Month Notice on the Tenant in person on October 31, 2021, which the Tenants confirmed. A copy of the One Month Notice was submitted as evidence. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because:

- the Tenant or a person permitted on the property by the Tenant has:
  - seriously jeopardized the health or safety or lawful right of another occupant of the Landlord; and
  - put the Landlord's property at significant risk;
- the Tenant or a person permitted on the property by the Tenant has caused extraordinary damage to the unit;
- the Tenant has not done required repairs of damage to the unit;
- the Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so; and
- the Tenant has assigned or sublet the rental unit without landlord's written consent.

The Landlord testified that on a Friday evening, he received a letter from the Tenant, in which the Tenant reported a water leak. The letter is dated May 14, 2021, and was submitted as evidence. The Landlord testified they attended immediately, but were not able to arrange a plumber to come until Monday, as, due to COVID, it was challenging to schedule workers. The Landlord testified the plumber came on Monday, eventually determining that the leak was caused by a nail from baseboard trim puncturing a water line. Photos were submitted as evidence.

The Landlord submitted as evidence a note, dated May 27, 2021 and signed by the Tenant, which states: "I will take responsibility for what happened in the bedroom. Please submit the plumbing bill to me, and I will cover the cost's [sic] of a new floor going in the room."

The Landlord testified that as of the hearing, eight months later, the resulting damage still has not been repaired. The Landlord testified they had obtained quotes, but the Tenant had stated the price was too high, and that he wanted to obtain his own quotes.

The Tenant acknowledged that he accidentally caused the damage while installing baseboard trim.

The Tenant testified that the quotes obtained by the Landlord encompass improvements to the unit beyond repairing the water damage.

The Tenant submitted that the Landlord delayed getting a plumber in to assess the situation, because the Landlord was not willing to pay the additional charge for a weekend visit. The Tenant testified that the delay caused the damage to be more extensive. The Tenant called a witness (SN), who stated he is a Red Seal carpenter, who corroborated the Tenant's claim that the Landlord delayed getting a plumber in. The witness testified he had offered to contact a plumber who could come over the weekend, but the Landlord declined.

The Tenant called a second witness (TG), who stated that the leak initially caused only a small amount of accumulated water, and that the water damage could have been reduced had the Landlord got a plumber in sooner.

The Landlord submitted that the Tenant's witnesses were not on good terms with the Landlord, and therefore were siding with the Tenant.

The Landlord testified that the plumber they used was the one recommended by the Tenant's witness, and that the soonest the plumber had been available was Monday.

The Tenant testified he obtained a quote in writing, in September 2021, which was ignored by the Landlord.

The Landlord testified they sent the Tenant two written notices regarding the outstanding repairs, dated September 1 and October 1, 2021.

The Landlord testified that the Tenant has done renovations without the Landlord's consent; the Tenant testified he had a verbal agreement with the Landlord that the Tenant could make renovations as he wished. The Tenant testified he has made many improvements over the eleven years he has lived in the unit, improvements which the Landlord has seen, and did not complain about.

The Landlord testified the Tenant had another person living in the unit who is not on the tenancy agreement. The Tenant stated that they and a second tenant initially moved into the unit, and in order to afford the rent after that tenant moved out, the Tenant has had a second person in the rental unit, as before, until the Landlord protested and the Tenant had the most recent roommate move out.

The Landlord testified that the Tenant has sublet the unit without the Landlord's consent, but provided no proof.

The Landlord also raised an incident from 2021, involving a guest of the Tenant, which I declined to hear on, due to the length of time that had passed.

### Analysis

Based on the parties' testimony, I find the Landlord served the Tenant the One Month Notice in person on October 31, 2021, in accordance with section 88 of the Act, and the Tenant received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

Section 32(3) of the Act states:

(3) 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.

I accept the affirmed testimony of the Tenant that he accidentally punctured a water pipe in the rental unit while installing baseboard trim.

I accept the Tenant's note, dated May 27, 2021 and submitted as evidence, in which he takes responsibility for the damage.

I accept the affirmed testimony of the parties that as of the date of the hearing, eight months after the accidental damage was done, the Tenant still has not made repairs. I find eight months is more than a reasonable amount of time for the repairs to have been completed by the Tenant.

As the Tenant has not, within a reasonable time, repaired damage to the unit that was caused by his action, I find he has breached the Act, and the Landlord may end the tenancy under section 47(g) of the Act, which states:

**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:

...

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) *[obligations to repair and maintain]*, within a reasonable time.

Therefore, I find the Landlord is entitled to an order of possession.

As the tenancy is ending, I find it is unnecessary for me to consider the other reasons indicated on the One Month Notice.

Conclusion

The Tenant's application is dismissed; the One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective two days after it is served 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: January 25, 2022

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Residential Tenancy Branch