



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, RP, OLC, FFT**

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on June 26, 2022, to have the landlord make repairs to the rental unit, to have the landlord comply with the Act and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice. The balance of the tenant’s application is dismissed, with leave to reapply.

### Issue(s) to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on June 15, 2021. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 and a pet damage deposit of \$550.00 were paid by the tenants.

The parties agree that a Notice was served on the tenants and the reason stated in the notice to end tenancy was that the tenant has:

Notice to End Tenancy: (check all boxes that apply)

- ☐ Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
- ☐ Tenant is repeatedly late paying rent
- ☒ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
  - ☒ significantly interfered with or unreasonably disturbed another occupant or the landlord.
  - ☒ seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
  - ☒ put the landlord's property at significant risk
- ☐ Tenant's rental unit/site is...

The landlords testified that the tenants leave piles of garbage outside of their front door on several occasion.

The landlords testified that the tenants are not picking up their dog feces and this is unfair to the other occupants who have complained.

The landlords testified that they have been trying to access the rental unit to do repairs; however, the tenant cancels it at the last moment. The landlord stated that it is difficult to get appointment for contractors. The landlords stated that one appointment was scheduled for 11am; however, the contractor was running late and when they attended at 11:25am the tenant had gone to an appointment.

The tenant testified that they do pickup their dog feces, but only on a weekly basis. The tenant confirmed the are almost always with their dog when out in the common area.

The tenant testified that they would like the repairs done; however, the appointments do not work always work or they have been sick.

### Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

After considering all of the written and oral submissions submitted at this hearing, I find that the landlords have not provided sufficient evidence to prove the reasons within the Notice.

I accept the tenants are irresponsible when they fail to clean up their pet feces from the common area of the yard and this is unfair to the landlord and other occupants; however, this does not meet the reasons within the Notice.

I accept denying access once given written notice to enter the rental would be grounds to end the tenancy if the tenants are interfering with the landlord right to inspect the rental unit and to make the necessary repairs.

Under section 29 of the Act, the landlord may enter the rental unit if they give the tenant at least 24 hours written notice that included the following information, the purpose of entering, which must be reasonable, the date and time of entry, which must be between 8am and 9pm unless the tenant otherwise agrees.

When a notice to enter is given, there is not requirement for the tenant to be present, nor can the tenant refuse access. The landlord has the legal right to access the rental unit for the stated purpose.

I have no evidence that the landlord provided to the tenants the proper notice to enter under section 29 of the Act. No copies of the notices to enter were provided.

While the tenants can agree to entry at anytime, which I find would be reasonable especially when they are asking for repairs to be made, such in this case. However, in order to end the tenancy for this reason the landlord must give the tenant the proper notice and prove entry was denied. Examples of such would be the tenant interfering at the time the landlord attends, such as yelling or threatening behaviour or barricading the door.

Based on the above, I am not satisfied that the landlord has met the burden of proof. Therefore, I grant the tenants' application to cancel the Notice. The tenancy will continue until legally ended.

As the tenants were successful with their application, I find the tenants are entitled to recover the cost of the filing fee. I authorize the tenants a onetime rent reduction of \$100.00 from a future rent payable to the landlord to recover the cost of the filing fee.

However, I find it appropriate to make the following orders to ensure these issues are resolve and the landlord has the opportunity to inspection and determine what repairs are needed to the rental unit.

**I authorize the landlord** to enter the rental unit on November 6, 2022, between the hours of 10:30am and 12:30pm to inspect the rental unit and determine the necessary repairs required.

**I Order the tenants** that they must not interfere with the November 6, 2022, inspection. There is no requirement that the tenants be present if they have other commitments or if sick can remain in a separate space such as the bedroom.

**I Order the tenants** that they must immediately pick up any dog excrement, as the area of the yard is a shared space.

**I Order the tenants** that once they receive written notice of entry from the landlord that complies with section 29 of the Act, they must not deny access and they must ensure their pet is sufficiently contained. The landlord has the right to enter even if the tenants are not home if proper notice was given.

Should the tenants fail to comply with my orders the landlord is at liberty to end the tenancy for non-compliance with and order under the legislation. The tenant was informed of these orders at the hearing.

### Conclusion

The tenants' application to cancel the Notice is granted. The tenants are entitled to a onetime rent reduction of \$100.00 from a future rent payable to the landlord to recover the cost of the filing fee. The tenants must comply with the above Orders.

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: November 04, 2022

---

Residential Tenancy Branch