



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

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

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for repairs - Section 32;
3. An Order for the provision of services and facilities - Section 65; and
4. An Order for the Landlord to comply - Section 62.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms receipt of the Tenant’s evidence and materials. The Landlord confirms that no evidence was provided to the Tenants or the Residential Tenancy Branch.

Preliminary Matter

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 repairs, compliance and services or facilities are not related to whether or not the tenancy ends, I dismiss these claims with leave to reapply.

Issue(s) to be Decided

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

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The following are agreed facts: The tenancy under written agreement started on April 1, 2020. Rent of \$1,500.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit and \$350.00 as a pet deposit. On October 1, 2022 the Landlord gave the Tenants a one month notice to end the tenancy for cause dated October 1, 2022 (the "Notice"). Several reasons are noted on the Notice and are set out under the analysis below as section 47 of the Act. The Notice includes some detail.

It is noted that the Tenants did not provide the second page of the Notice and the Landlord did not provide a copy of the Notice. The Parties each confirmed the reasons that were selected on the Notice.

The Landlord states that all of the reasons are valid, including the reason that there are too many occupants in the unit. The Landlord confirms that the only occupants are the three Tenants all of whom are named as Tenants on the tenancy agreement. The Landlord states that the Tenants paid late rent but that the Landlord did not keep note of the dates of the rental payments. The Landlord states that the Tenants have too much stuff and have caused damage to the kitchen counter. The Landlord states that the Tenants are creating a health concern by having dishes in the bathroom sink. The Landlord states that the stove is broken. The Landlord states that the Tenants have engaged in illegal activity by having too much of a mess in the unit. The Landlord states that they are also smoking a pipe. The Landlord states that on one occasion the Landlord saw one guy give the Tenants lots of money but does not know why. The Landlord provided no supporting evidence for these stated facts

The Tenants states that all of the reasons are invalid. They state that rent was only late on two occasions in 2021. They state that they are washing dishes in the sink because the Landlord has failed to make repairs to the kitchen sink. The Tenant states that the Landlord has never asked the Tenants to make any repairs other than to clean up the

yard, which the Tenants completed. The Tenants state that they have not caused any damage to anything. The Tenant states that they have not engaged in any illegal activities.

Analysis

Section 47 of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- the tenant is repeatedly late paying rent;
- there are an unreasonable number of occupants in a rental unit;
- the tenant or a person permitted on the residential property by the tenant has
 - seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - put the landlord's property at significant risk;
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - has caused or is likely to cause damage to the landlord's property,
 - has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- 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;

Where tenants dispute a notice to end tenancy given by a landlord, the landlord bears the burden of proof that the reasons in the notice are valid. As the Landlord provided no

evidence to support the Landlord's testimony of the reasons to end the tenancy, as the Landlord's testimony alone does not support any of the reasons on the Notice and given the Tenants' testimony that none of the reasons are valid, I consider that the Landlord has not met the burden of proof and find on a balance of probabilities that the Notice is not valid for its reasons. The Notice is therefore cancelled, and 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: December 01, 2022

Residential Tenancy Branch