



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION AND REASONS

Dispute Codes: CNC, MNDC, RR

### Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order, pursuant to Section 67;
- An order to cancel the notice to end tenancy for cause, pursuant to Section 47.
- An order to reduce rent for repairs and facilities agreed upon but not provided, pursuant to section 65.

### Issues

- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the tenancy agreement?
- Is the tenant entitled to a reduction in rent for repairs or services agreed upon but not provided?
- Does the landlord have cause to end the tenancy?

### Background and Evidence

I find that the Notice to End Tenancy dated August 17, 2008 for cause was served on the tenant on August 17, 2008 by way of personal service, with an effective date of September 30, 2008. The Application for Arbitration dated August 25, 2008 was served on the landlord on August 26, 2008 by way of personal service.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached.

The tenant testified that the tenancy started on October 01, 2005 and the tenant paid a damage deposit of \$ 250.00. The monthly rent is \$500.00 due on the first of each month. The tenant is up to date on rent payments.

The landlord testified that the tenant has ongoing conflict involving police intervention, with his 82 year old neighbour, who is on oxygen support. The landlord received a phone call from the neighbour's doctor complaining about the tenant preventing medical personnel from visiting the neighbour, to deliver her medication. On August 15, 2008, the landlord issued a verbal warning to the tenant as the conflicts were ongoing since June of 2008. The landlord has submitted into evidence, letters from five other tenants including the neighbour involved in the conflict. These letters describe the disruptive behaviour of the tenant which disturbs the peace of the neighbourhood.

The landlord also testified that the tenant lodged a complaint with the police alleging that the landlord attempted to choke the tenant, upon receiving the notice of hearing for dispute resolution.

The landlord has also submitted into evidence photographs of the damage caused by the tenant to the rental unit. Photos indicate that the windows were spray painted, the closet doors removed and placed on the patio, wall paper installed without the permission of the landlord and doors removed from the kitchen cabinets.

The tenant admitted that he was in conflict with his neighbour, but denied preventing her care workers from delivering her medication. The tenant also explained that the landlord was aware of the closet doors being placed on the patio for privacy and had agreed to raise the height of the fence for added privacy. The landlord did not dispute this. The tenant stated that he has cleaned the windows.

During the hearing, the tenant stated that he had plans to move out and was actively seeking accommodation. He requested that the landlord give him some more time to find suitable accommodation. The tenant and landlord agreed upon the date of October 15, 2008 as the end of tenancy and the landlord made a request under section 55 of the

legislation, for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

During the hearing the tenant withdrew his claim for compensation for damage or loss and for a reduction in rent for repairs and services agreed upon, but not provided. Accordingly, the tenant's claims for a monetary order pursuant to section 67 and a reduction in rent pursuant to section 65, are dismissed.

### Analysis

Based on the testimony of the tenant, I find that the tenant has accepted the notice and withdrawn his application to set it aside. Accordingly the notice to end tenancy is upheld. The landlord has agreed to amend the date of the end of tenancy to October 15, 2008.

### Conclusion

I will issue an order of possession to the landlord with an effective date of October 15, 2008.

Dated September 23, 2008.