

DECISION

Dispute Codes CNC, RP, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue, which is a request to have a Notice to End Tenancy cancelled, to be dealt with together.

I therefore will deal with the request to have a Notice to End Tenancy cancelled and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

On May 20, 2010 the tenant was served with a one month Notice to End Tenancy for cause, by posting on the door.

The landlord testified that:

- The tenant has breached numerous parts of the tenancy agreement and has failed to rectify those breaches after being given written notice to do so.

- The tenant was allowed to have one dog on the rental property; however the tenant now has two dogs and approximately 15 fish tanks, and a pool, with numerous fish, in the rental unit.
- The tenant did not ask permission to have any of the fish tanks, and section (p) of the addendum to the tenancy agreement states in part “other liquid filled furniture or major appliances may not be installed by the tenant without prior written authority from the landlord”.
- The humidity from the fish tanks is so high that it feels like you are walking into a grow op.
- The tenant also has approximately 11 vehicles parked on the rental property and there is no evidence of insurance stickers on the majority of those vehicles.
- Section (r) of the addendum to the tenancy agreement states in part “the tenant is not to park or store unlicensed and/or unregistered vehicles on the property without written permission from the landlord”.
- The tenant has also failed to maintain the property in a reasonable standard and there is a lot of garbage lying around the property which makes it very unsightly.
- The tenant also allowed unauthorized occupants to move into the rental unit.

The landlord is therefore requesting that the Notice to End Tenancy be upheld and an Order of Possession be issued.

The tenant testified that:

- The landlord had approved the fish tanks right at the beginning of the tenancy, which is why he rented the property.
- He has moved the pool outside now, and there is a dehumidifier in the house that handles the humidity.
- There are not 11 vehicles on the property, there are only six and all of them are insured/registered.
- He has cleaned up the property since he got the breach letter and although there are still numerous items on the property they are now all organized.

- The landlord told him he could have a friend move-in, and he even took the friend and his girlfriend to meet the landlord and the landlord approved them and their dog as co-tenants.

The tenant is therefore requesting that the Notice to End Tenancy be cancelled and that the tenancy continues.

In response to the tenant's testimony the landlord testified that:

- He did not approve fish tanks and was not even informed of fish tanks; the only pet he was informed of was one dog.
- He has been back to the property fairly recently and the property is still in disarray.
- The tenant has supplied no evidence to show that any the vehicles of the rental property are licensed or registered.
- He did not approve of the extra tenants, the extra dog, or any of the fish tanks.

Analysis

It is my finding that the tenant has breached the material term tenancy agreement and has failed to rectify that breach within a reasonable time after receiving written notice to do so.

The tenant claims that he was given permission for the numerous fish tanks however he has supplied no evidence in support that claim and since the tenancy agreement clearly states that written permission is required for liquid filled furniture,(and it is my decision that these fish tanks would qualify as liquid filled furniture) the tenant is clearly in breach of his tenancy agreement as there is no evidence that he has ever received any written permission for these numerous fish tanks, or for the pool.

I therefore will not be setting the Notice to End Tenancy aside and will issue an Order of Possession to the landlords.

Having upheld the Notice to End Tenancy for breach of a material term, I make no comment on the other issues raised by the landlord.

Conclusion

The application to cancel the Notice to End Tenancy is dismissed without leave to reapply and have issued an Order of Possession to the landlords for 1 p.m. on July 31st 2010.

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: July 15, 2010.

Dispute Resolution Officer