



# Dispute Resolution Services

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

## Decision

### Dispute Codes: CNC

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for cause.

The tenancy began on May 1, 2007. A monthly rent in the amount of \$650.00 is payable in advance on the first of each month. On November 29, 2008, the landlord served the tenants with a notice to end tenancy for cause on these grounds: the tenant has allowed an unreasonable number of occupants in the unit and has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice do so.

The landlord said that the original tenancy agreement was for the tenant MW and her child but now, MW's boyfriend has moved in. A marriage certificate submitted indicates that tenant MW and tenant JB were married on May 28, 2008. The landlord said that he was not aware that the tenants are married. Based on the above, I do not find that the tenants have allowed an unreasonable number of occupants in the unit.

When asked how the tenants have breached a material term of the tenancy agreement, the landlord said that he did not know.

Based on the above, I find that the landlord has not proven sufficient grounds for this tenancy to end. I therefore allow the tenants' application to cancel the notice to end tenancy and this tenancy will continue.

Dated: December 18, 2008