



Dispute Resolution Services

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

Decision

Dispute Codes: CNC FF

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

On July 20, 2008, the tenants started their tenancy at unit #13 based on a verbal tenancy agreement. On August 1, the landlord collected a security deposit in the amount of \$650.00. A monthly rent for the amount of \$1300.00 is payable in advance on the first of each month.

On August 1, the tenants became resident managers for the building. The tenants said that they had an understanding with their supervisor to move into unit #41 when it became available. On September 1, a new supervisor replaced the former supervisor. On November 17, the tenants moved into unit #41 without either notifying or obtaining permission from the new supervisor. On November 20, the landlord dismissed the tenants from their employment as resident managers of the building. On November 25, the landlord served the tenant with a notice to end tenancy for these reasons: the tenants have 1) engaged in illegal activity that has jeopardize a lawful right or interest of the landlord; 2) the tenants' rental unit is part of an employment arrangement that has ended and the unit is needed for a new employee; and 3) the pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The landlord said that unit #41 rents for a higher amount of \$1500.00 per month and the tenants had no permission to move into this unit. The tenants maintained that there was such an understanding with a former supervisor. I note that there is no evidence to indicate that the tenants had at any time struck

up either a verbal or written tenancy agreement with the landlord for the rental of #41. Both the application for tenancy agreement and the move-in condition inspection report made reference to unit #13. Furthermore, the tenants said that they did not know the monthly rent for unit #41, therefore they have not yet paid their rent for December. Based on the above, I find that the tenants' occupation of unit #41 is an illegal one and as such, it has jeopardized the landlord's lawful right or interest.

Based on the above, I find that the landlord has established sufficient ground to end this tenancy for cause. I therefore dismiss the tenants' application to cancel the notice to end tenancy. During the hearing, the landlord requested an order of possession. I find that the landlord is entitled to an order of possession. 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.

Dated: December 17, 2008
