



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

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Decision and Reasons

Dispute Codes:

CNC

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the "Act") to hear this matter and decide the issues.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed evidence at the Hearing and the Hearing proceeded on its merits.

Issue(s) to be Decided

This is the Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated April 29, 2009.

Background and Evidence

The Tenant testified that she mailed the Landlord the Notice of Hearing documents on May 6, 2009 by registered mail. The Tenant provided a copy of the receipt and tracking number for the registered mail documents.

The subject rental unit is the basement suite of a house. It is a one-bedroom suite with a kitchen, bathroom and family room. The Landlord occupies the upper floor of the house.

Landlord's testimony

In the Notice to End Tenancy, the Landlord gave the following reasons for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit/site.
- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Tenant has engaged in illegal activity that has, or is likely to: damage the landlord's property; and adversely.
- Tenant knowingly gave false information to prospective tenant or purchase of the rental unit/site or property/park.

The Landlord testified that the Tenant's boyfriend, father and brother were living in the unit.

The Landlord testified that in mid-April, the Tenant and her boyfriend were fighting and damaged the walls. The police were called and broke up the fight.

The Landlord testified that the Tenant broke the sink in the kitchen and he had to have the plumber come in to fix it. The Landlord testified that the Tenant has damaged the carpets in the rental unit.

Tenant's testimony

The Tenant testified that her boyfriend never lived at the rental unit, but used to visit before they broke up. The Tenant testified that her father and brother also visit a few times a week, and that her brother sometimes stays overnight, but her father and brother both live elsewhere.

The Tenant agreed that there was a fight between her and her boyfriend, but they have broken up and he does not visit her anymore.

The Tenant testified that the sink was not draining properly when she moved in to the unit on April 1, 2009. When the plumber came to fix the sink, he noticed it was clogged with grease. The Tenant testified that she does not cook with grease and it must have been from the previous Tenant.

The Tenant's housing worker testified that the Tenant's case worker wrote to the Landlord on April 22, 2009, requesting that he meet with the Tenant to do a move-in inspection, but the Landlord did not cooperate. The Tenant and the housing worker did their own inspection. The housing worker stated that there were burn holes already in the carpet from previous tenants, and the rental unit was not cleaned properly before the Tenant moved in.

The Tenant's housing worker testified that they do visit the Tenant regularly and go inside the rental unit. There is no indication of anyone else living there. The Tenant is a young person and has signed a youth agreement with the Ministry. She has to follow the rules, including not living with a boyfriend, or she risks losing the support of the Ministry.

Analysis

I do not find that the Tenant has allowed an unreasonable number of occupants in the rental unit. I find there are no occupants in the rental unit other than the Tenant herself. The Tenant's father and brother are occasional guests, but do not live at the rental unit.

The Tenant and her former boyfriend did have a confrontation where their voices were raised. The former boyfriend is no longer visiting the Tenant, and I do not find one noisy altercation sufficient reason to end the tenancy.

There is no proof whatsoever of any illegal activity on the Tenant's part, or that the Tenant has damaged the Landlord's property.

The Landlord is not selling the rental property, or re-renting the rental unit and the Tenant has given no false information to potential buyers or renters.

Conclusion

The One Month Notice to End Tenancy is cancelled. The tenancy remains in full force and effect.

June 16, 2009
