

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued to her for cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

The tenancy began on January 1, 2009, with the parties entering a tenancy agreement.

The Landlord issued the Tenant a warning about noise coming from the unit on January 21, 2009.

In late June, or early July of 2009, the Tenant had a discussion with the Agent for the Landlord, regarding having her boyfriend move into the rental unit with her. He informed the Tenant that the boyfriend would have to fill out an application to rent and submit it to him. The Tenant explained that the boyfriend was only going to be a guest for a few days.

On July 7, 2009, the Tenant allowed her boyfriend and his large dog to move into the unit. There was a confrontation between the Agent for the Landlord and the Tenant's boyfriend regarding this, however, the Agent for the Landlord later apologized for yelling at the boyfriend.

The Landlord then issued a one month Notice to End Tenancy for cause to the Tenant. The Notice alleged that there were an unreasonable number of occupants in the rental unit and that the Tenant, or a person allowed on the property by the Tenant, had interfered with or unreasonably disturbed another occupant or the Landlord, or has engaged in illegal activity.

The date the Notice to End Tenancy was served was July 7, 2009, with a stated effective date of August 7, 2009. I note the Landlord used an incorrect effective date on

the Notice, and under the Act it automatically corrects to the proper end date, August 31, 2009.

The Landlord also submitted in evidence letters from five other occupants complaining about the dog defecating and urinating on the property, the Tenant's boyfriend, noise, and visitors coming and going to the rental unit. The Agent for the Landlord also testified there is a concern about the number of people coming and going around the unit.

The Tenant testified she had initially thought her boyfriend would only be there a few days, however, the work he expected to get fell through and he has been unable to find work. The Tenant stated her boyfriend would be moving out in a week. The Tenant also testified that the dog had been removed from the rental unit.

The Agent for the Landlord explained the Tenant has told him several times that the boyfriend would be moving out soon, but this has not happened.

### Analysis

The Landlord and Tenant entered into a standard form tenancy agreement, which sets out that the Tenant is allowed to have guests, but that the Landlord may issue a Notice to End Tenancy if the Tenant allows another occupant in the unit.

Guests are allowed under the Act and in this tenancy agreement, however, a guest is someone who only stays for a few days visit.

In this instance, I find the Tenant allowed the boyfriend into the unit and he has become an occupant, and therefore, the Tenant breached the Act and the tenancy agreement. Therefore, I dismiss the Tenant's Application for Dispute Resolution, as the Notice to End Tenancy is valid and enforceable.

As I have made a finding in this matter, I will not address the other issues raised during the hearing about the dog and noise.

As described above, the effective date of the Notice to End Tenancy was August 31, 2009. The Agent for the Landlord explained he wanted the Tenant and her boyfriend to move out immediately, and the Tenant requested a month to move out. The Agent for the Landlord then agreed that he would allow the Tenant to remain in the unit until September 15, 2009, provided there is an order of possession to that effect.

I grant that request and will issue an order of possession effective at **1:00 p.m. September 15, 2009.**

Conclusion

The Tenant breached the Act and the tenancy agreement when she allowed another occupant into the rental unit.

The Landlord is granted an order of possession, which may be enforced in the Supreme Court of British Columbia.

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: September 02, 2009.

---

Dispute Resolution Officer