

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

The tenant testified that she had submitted a copy of the notice to end tenancy; however, there is no record of its receipt within the Residential Tenancy Branch. Despite this we continued with the hearing and both parties agreed to the content of the notice.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on December 1, 2006 as a month to month tenancy for a current monthly rent of \$725.00 due on the 1<sup>st</sup> of the month and a damage deposit of \$337.50 was paid at the start of the tenancy. Since the start of the tenancy the tenant had 3 of her children living with her fulltime and one child part time.

Both parties agreed there is no written tenancy agreement, as required under Sections 12 and 13 of the *Act*. Both parties agreed that the landlord issued a 1 Month Notice to End Tenancy for Cause dated March 31, 2010 and that it was served to the tenant on March 31, 2010 from the tenant upstairs.

The landlord confirmed that he issued the notice because there were an unreasonable number of occupants living in the rental unit; the tenant failed to pick up dog feces on the property; and the tenant had too many uninsured automobiles on the property.

The landlord stated that he often saw the tenant's daughter's boyfriend at the rental unit and that is what has caused him to end the tenancy for too many occupants. The landlord had noted the other two reasons for ending the tenancy on the notice but had not checked off any of the reasons on the form itself other than the occupant issue.

### Analysis

As the landlord has failed to show how the issue of dog feces and the issue of uninsured vehicles contravene the *Act* or the tenancy agreement, I find these two items do not raise sufficient cause under Section 47 of the *Act* to end the tenancy.

The landlord failed to provide any evidence supporting his claim that the tenant's daughter's boyfriend is living in the rental unit and other than that potential additional person the landlord has been aware of the number of occupants since the start of the tenancy in 2006.

As a result, I find the landlord has failed to establish any cause allowed under Section 47 of the *Act* to end the tenancy. I also caution the landlord on his method of service; a landlord must serve any notices to his tenants in accordance with Sections 88 and 89 of the *Act*.

### Conclusion

Based on my findings above, I grant the tenant's application to cancel the 1 Month Notice to End Tenancy issued on March 31, 2010 and find that the tenancy is in full force and effect.

I also order the tenant may deduct from one future rent payment the amount of \$50 to recover the filing fee for her application, in accordance with Section 72(2)(a).

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: May 27, 2010.

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Dispute Resolution Officer