



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPC, O, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for cause, other and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started May 1, 2010 with monthly rent of \$625.00, the tenant paid a security deposit of \$312.50. On September 29, 2010 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant has allowed an unreasonable number of occupants in the unit/site; significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk; damaged the landlord's property; adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; jeopardized a lawful right or interest of another occupant or the landlord; caused extraordinary damage to the unit/site.

The landlord's agent testified that the tenant recently had 2 additional kids staying with her in her apartment and the tenancy agreement clearly states that the unit is to be occupied by the tenant and her son only.

The landlord's agent testified that the tenant's son and his friends have been the primary source of the problems associated with the rental unit and on the property. The son and his friends have been observed by numerous tenants, on numerous occasions smoking marijuana on the property. On one occasion when observed smoking marijuana in a stairwell their actions caused the fire alarm to go off and the entire building had to be vacated. The son's friends have also been observed repeatedly bringing their bikes into the building and leaving them in the hallway of the apartment building.

Residential Tenancy Branch  
Ministry of Housing and Social Development

The landlord's agent stated that during a recent inspection of the tenant's rental unit cigarette burns were noted on the living room carpet and that the carpet had been brand new when the tenant moved in 7 months ago; there is also a blind missing from a bedroom window.

The landlord's agent testified that there was damage in a common area of the building that has been attributed to 2 different units and the landlord has repaired this common area as responsibility for the damage could not be proven.

The landlord's agent stated in this hearing that he does not want to see the tenant have to leave but that all of the issues regarding the actions of tenant's son and his friends had to be brought under control as other tenants in the building have been negatively affected. The landlord's agent did note that there had been no issues related to the tenant's son since November 30 which was the date the fire alarm was set off by marijuana smoke.

The landlord's agent is not requesting an order of possession on this notice to end tenancy for cause and this portion of the landlord's application is hereby dismissed.

The tenant testified that there had been 2 kids staying at her apartment on a very temporary basis as the kids were having problems at home. Both kids have since left and the apartment is occupied by the tenant and her son only.

The tenant did acknowledge that there have been on-going issues with the behaviour of her son and his friends but that his friends were now restricted on coming to the apartment, they no longer are being allowed to bring their bikes into the building and that they are not allowed to smoke marijuana on the property.

The tenant referred to a new neighbour that lives above her and that he has been a very good influence on her son and has been helping the tenant get her son back on track. The tenant also stated that her son is working on his anger management.

The tenant stated that she had attempted to replace the blind in the bedroom but had bought the wrong size and the tenant agreed in this hearing to have the blind replaced by December 24, 2010 at her own expense.

The tenant is also taking full responsibility for the damaged carpet in the living room and agreed in this hearing to have the living room carpet replaced by May 1, 2011 at her own expense.



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Analysis

A settlement has been reached in this hearing and the landlord's agent has agreed to continue the tenancy and set aside the request for an order of possession.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

The tenant understands that while the landlord's agent has not asked for an order of possession in this hearing, that if the tenant's son's behaviour creates problems on the property in the future, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer for consideration.

The landlord is entitled to recovery of the \$50.00 filing fee.

## Conclusion

The notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

The landlord is entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$50.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: December 14, 2010

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Dispute Resolution Officer