



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

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

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

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a residential tenancy agreement which was signed by the parties on June 7, 2011 for a month to month tenancy beginning on April 15, 2011 for the monthly rent of \$550.00 due on the 1<sup>st</sup> of each month and a security deposit of \$275.00 was paid.

The tenant provided a copy of a 1 Month Notice to End Tenancy for Cause dated June 30, 2011 with an effective vacancy date of July 31, 2011 citing the tenant has allowed an unreasonable number of occupants in the unit and the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.

The landlord testified that on a couple of occasions that he has attended the rental unit the tenant has had another person there who is not listed on the tenancy agreement but he has never met this other person.

The landlord also testified that on June 30, 2011 a male was hanging around the building while the landlord was working on the property and that at one point this male gained access to the rental unit by going through an open window. The landlord states he confronted the male who identified himself as the tenant's boyfriend or husband.

The landlord further notes that he advised the male that this is not how to gain access to the unit but he did not contact the police. The landlord testified that he then issued the 1 Month Notice to End Tenancy for Cause and posted it to the tenant's door without talking to the tenant regarding the incident.

### Analysis

Section 47 of the *Act* allows the landlord to end a tenancy if a tenant has an unreasonable number of occupants in the unit or if the tenant or a person who the tenant permits on the property has put the landlord's property at significant risk.

Based on the landlord's testimony regarding the number of occupants in the rental unit, I find that even if the tenant had allowed someone to stay in the rental unit for a period of time, there is no evidence before me that this is an unreasonable number of occupants for this rental unit. As such, I find the landlord has not established this as a cause to end the tenancy.

In relation, to the incident of June 30, 2011, I find the landlord failed to discuss the issue with the tenant and at the time he issued the notice had no way of knowing whether or not the tenant had permitted the male into the rental unit. In fact, on the balance of probabilities, I find that if the male was entering through a window he likely had not been permitted on the property by the tenant.

Even if the tenant had provided the male with permission to enter the rental property the landlord did not discuss the issue with the tenant and/or provide her with any warning that to do so may jeopardize her tenancy.

### Conclusion

For the reasons note above, I find the landlord has failed to establish any cause to end this tenancy and I cancel the 1 Month Notice to End Tenancy for Cause issued on June 30, 2011. I find the tenancy to be in full force and effect.

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: July 27, 2011.

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Residential Tenancy Branch