



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MT, CNC, CNL, ERP, RP, RR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants seeking more time to cancel a One month Notice to End Tenancy. The tenants have also applied to cancel the one month Notice and a two Month Notice. The tenants seek an Order for the landlord to make emergency repairs for health or safety reasons, to make repairs to the unit, site or property, to suspend or set conditions on the landlords right to enter the property, to allow the tenants to reduce their rent for repairs, services or facilities agreed upon but not provided and to recover the filing fee for this application.

The tenants served the landlords with a copy of the Application and Notice of Hearing in person on September 02, 2011. The landlord confirmed receipt of this package. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

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

### Preliminary issues

The tenants have applied for more time to file an application to cancel the notice to end tenancy. As the tenant filed their application within the time frame allowed they do not require more time and this section of their application is dismissed.

The tenants have applied to cancel a Two Month Notice to End Tenancy when no legal notice has been given to them by the landlord. Therefore the tenants have withdrawn this section of their application.

RTB Rules of Procedure 2.3 states that “if in the course of a dispute resolution proceeding, the Dispute Resolution Officer determines that it is appropriate to do so, the Dispute Resolution Officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find the tenants have applied for an order for the landlord to make emergency repairs, to make repairs and to reduce their rent for repairs, services or facilities agreed upon but not provided. As these sections are unrelated to the main issue which is to cancel the One Month Notice to End Tenancy I find it appropriate to dismiss these sections of the tenants claim with leave to reapply.

#### Issue(s) to be Decided

- Are the tenants entitled to have the One Month Notice to End Tenancy cancelled?

#### Background and Evidence

Both parties agree that this tenancy started on January 01, 2010. Rent for this unit is \$1,000.00 per month which has been reduced to \$850.00 per month. Rent is due on the 1<sup>st</sup> day of each month.

The landlord testifies the tenants were served with a One Month Notice to End Tenancy for cause on August 30, 2011. This notice has an effective date of September 30, 2011 and gave one reason to end the tenancy; that the tenant has allowed an unreasonable number of occupants in the rental unit. The landlord testifies the tenants had planned a gathering on the property for their wedding. The landlord testifies they had heard there would be more than 50 people attending this wedding and claims the septic system and water line are not designed to handle a gathering of this many people.

The landlord testifies they were concerned the property would be damaged and had concerns of fire risk as this is a rural area. The landlord testifies the wedding went ahead against their wishes and was held on the rented property and spilled over onto areas that were not rented by the tenants but were part of the landlord's property. Cars were parked on dry grass areas and the landlord feels this presented an extreme fire hazard. The landlord agrees that no apparent damage has been caused to the septic system and no fires were caused. The landlord testifies they also received complaints from neighbours about increased traffic and noise on that day.

The landlord testifies that there is a clause in the tenancy agreement which states the tenant and guests must use the rental unit for private residential purposes only and not for illegal, unlawful, commercial, political or business purposes. No public meetings or assemblies may be held in the rental unit. The landlord submits that by holding their wedding at the rental property the tenants breached this section of their tenancy agreement.

The tenant disputes the landlords' testimony and testifies that they were entitled to hold the wedding at the rental property. No damage was done to the property or surrounding areas, No fires were caused and no damage was caused to the septic system. The tenant testifies she took precautions by providing smoking pails for guests to extinguish cigarettes. The tenant testifies she used a common area for her ceremony and her yard for the reception. She states this was a private family affair and does not fall under clause 14 of her tenancy agreement. The tenant testifies that most of her guests cars

were parked on the public road and the only disturbance that day was a traffic accident which had no connection to her or her guests.

### Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. This means that if the landlord's evidence is contradicted by the tenant, the landlords will generally need to provide additional, corroborating evidence to satisfy the burden of proof.

I have taken into account each Parties argument and find the landlords have not provided sufficient evidence to show that grounds exist to end the tenancy for cause based on the reasons given on the Notice. The tenants did not contravene clause 14 of the tenancy agreement as the wedding would not fall under any of the requirements set out in that agreement.

The landlord has not shown any evidence that the tenant has damaged the property, rental unit or septic tank and by the landlords own admission no fires or damage occurred.

Consequently, the Notice is cancelled and the tenancy will continue.

The tenant is at liberty to reapply for the remainder of her claim including her claim concerning her loss of use of the additional cabin on the property.

### Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated August 29, 2011 is cancelled and the tenancy will continue. As the tenant has been successful in setting aside the Notice, she is entitled to recover her **\$50.00** filing fee for this proceeding and may deduct that amount from her next rent payment when it is due and payable to the landlord.

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: October 04, 2011.

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Residential Tenancy Branch