



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside the landlord's Notice to End Tenancy dated August 28, 2011 and recovery of the filing fee. The landlord made a verbal request for an order of possession. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Are the parties entitled to the requested orders?

### Background and Evidence

This tenancy began on August 1, 2010. On August 15, 2011 the landlord served the tenant with a letter entitled "Breach of Residential Tenancy Agreement". This letter set out three areas in which the landlord considered the tenant to be in breach of his tenancy agreement. They were as follows: (i) unauthorized additional occupant; (ii) uninsured vehicle being stored on residential property; and (iii) bicycle being stored in rental unit or on balcony. The landlord asked the tenant to correct these breaches within ten days or risk receiving a one month notice. The letter also set forth *specifically* what the tenant needed to do to adequately remedy these breaches.

According to the landlord, the tenant did not comply with items (i) and (ii) and accordingly on August 28, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy. The tenant disputed the Notice on September 1, 2011.

According to the landlord, the tenant's application for an additional occupant was "simply inadequate" lacking as it did her social insurance number, full information about where she was currently residing and full information about her employment. With respect to the vehicle insurance, the tenant was advised to get full on-road operating insurance but the tenant decided to get only storage insurance which is in breach of the tenancy agreement.

For his part, the tenant said that he never intended to be a problem and he did not realize that the application he had put in was inadequate. The tenant also said he believed that the landlord did not need or was not entitled to someone's social insurance number. He also said that he simply "made a mistake" when he got storage and not operating insurance on his car.

### Analysis

When a tenant disputes a Notice to End Tenancy, the landlord bears the burden of proving that the allegations contained in the Notice are true. In the present case, the Notice was given for breach of three material terms. This ground for ending a tenancy requires that the landlord first give the tenant written notice of the breach and a reasonable time within which to correct the violation. Once that reasonable time has passed the landlord can then serve the tenant with a Notice to End Tenancy based on this ground.

In the present case, I am satisfied that the landlord has proved its case relating to the terms about additional occupants and uninsured vehicles. The tenant was given ample warning and specific instructions as to how to correct the problems but chose to take half measures. As a result, I find that the landlord is entitled to an order of possession.

### Conclusion

Based on the above, I hereby dismiss the tenant's application and grant the landlord an order of possession. Due to some extenuating circumstances put forth by the tenant at the hearing, the landlord has agreed to a possession date of October 31, 2011.

I dismiss the tenant's request to recover his filing fee from 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*.

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