



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 one month Notice to End Tenancy issued for cause.

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

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The Landlord testified that the Tenant was issued a one month Notice to End Tenancy for the following reasons: she has allowed an unreasonable number of occupants in the rental unit; that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord; or, the Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord (the "Notice").

The Landlord testified that in May of 2011, a third party renter with the initials P.T.B. was evicted from the rental property.

The Landlord went to the Tenant's rental unit on October 3, 2011, and witnessed P.T.B. there, apparently just coming out of the shower.

The Landlord further testified that another occupant of the residential property had complained to the Landlord of their serious safety concerns due to P.T.B. attending the rental property.

The Landlord also testified that P.T.B. had been receiving mail at the rental unit for approximately 5 months.

The Landlord testified that the tenancy agreement with the Tenant allowed her to have a guest stay, but for no more than 14 days in one calendar year.

For the above reasons, the Landlord alleges that P.T.B. is an additional occupant at the rental unit without the prior consent of the Landlord, as required under the tenancy agreement.

The Tenant testified that P.T.B. was there to take care of her pet, while the Tenant was away. She testified that P.T.B. was just a guest and had only been to the rental unit a few times since being evicted. She testified that P.T.B. had not received mail at the rental unit for about one month.

Conclusion

During the course of the hearing, the parties came to an agreement to resolve this dispute, which I set out here, pursuant to section 63 of the Act.

The Landlord agreed to withdraw the Notice to End Tenancy if the Tenant informs P.T.B. that he is no longer to attend the rental property. The Tenant agreed to inform P.T.B. to no longer come to the rental unit and if P.T.B. did return that she would immediately seek a legal order, such as a no contact order, against P.T.B. restraining him from attending the rental unit.

If P.T.B. attends the rental unit property again and the Tenant does not immediately seek a legal order restraining him from attending the rental unit property, the Landlord may issue another Notice to End Tenancy and the Tenant agreed that the tenancy would end.

The parties are commended for reaching a resolution in this matter.

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: November 03, 2011.

Residential Tenancy Branch