



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with an application by the tenant seeking an order to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about October 1, 2008. Rent in the amount of \$226.00 is payable in advance on the first day of each month. The landlord issued a One Month Notice to End Tenancy for Cause on November 25, 2011 for having an unreasonable number of occupants in the unit and for breaching a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so was given.

The tenant gave the following testimony; does agree that there are several other people that do on occasion sleep over in the unit but most of them are family, is having some health issues and is the main reason for having people stay over to care for her and her children, would like to add two more people to the tenancy agreement, and didn't realize it was an issue to have people visit and stay over.

The landlord gave the following testimony; the tenancy agreement is to have four people living there but there are 6 or 7 people living there and others that stay for

extended periods, has spoken to the tenant about this issue several times as well as given the tenant two written warnings, was willing to amend the tenancy agreement to allow more people to live in the unit but the tenant never attended the office to do the paperwork, has received verbal complaints from other tenant's in the complex about all of the traffic coming and going into that unit at all hours of the night, the tenant has allowed her friends and ex-husband to stay in her unit while she was out of town, and the landlord himself has seen many occasions of people that are not on the tenancy agreement spending extended lengths of time in the unit as he lives across from the subject unit .

Analysis

The landlord bears the burden of proving the grounds when issuing a One Month Notice to End Tenancy for Cause. The landlord provided documentary evidence and his own testimony to support the Notice. During the hearing the tenant herself agreed that she had exceeded the allowable amount of guests and the days they were entitled to stay as set out in the addendum of the tenancy agreement. The tenant contradicted herself on two occasions during the hearing. I asked her if she had been made aware of the issue of too many people in her unit and she did acknowledge that she had, but on two other occasions she stated she didn't realize that it was an issue. I find the tenant's testimony to be contradictory and unreliable.

I find that the landlord had sufficient cause to serve the tenant with the Notice to End tenancy and as a result the tenant's application is dismissed without leave to reapply.

The Notice to End Tenancy for Cause dated November 25, 2011 with an effective date of December 31, 2011 remains in full effect and force. The tenancy is terminated.

Conclusion

The tenant's application is dismissed without leave to reapply.

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 13, 2011.

Residential Tenancy Branch