



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 an application by the tenant to cancel a notice to end tenancy for cause. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

On December 29, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that the tenant has had her boyfriend staying with her in contravention of the signed tenancy agreement which is subject to BC Housing regulations and states in part that the tenant must: *have written consent of the landlord to have a person reside with the tenant in excess of 14 days, whether or not consecutive, in any 12 month period.* The landlord has submitted evidence that notes the tenant's boyfriend staying on site with the tenant for approximately 40 days in the past 12 months. The landlord has also submitted evidence of the tenant having been warned in writing by the landlord to correct this breach of the tenancy agreement however this was not done.

The tenant testified that she did not agree with the landlord's record and that the allegations of her boyfriend living in her rental unit were 'made up' by people in the complex lying about and slandering the tenant. The tenant stated that this was a bad time for her to have to be looking for new housing and asked the landlord if she could remain in the tenancy longer however the landlord declined this request.

The landlord in this hearing per section 55 of the Act made a verbal request for an order of possession for the rental unit dated with the effective end of tenancy date of the notice; January 31, 2012.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to an order of possession for cause.

The landlord has established that the tenant has continually been in breach of the signed tenancy agreement and had an additional occupant residing with her in the rental unit and not corrected this breach even after being provided with written notice to do so.

The tenant's application is hereby dismissed without leave to reapply with the resulting effect that the tenancy will end on January 31, 2012 at 1:00 PM.

Conclusion

I hereby grant the landlord an **Order of Possession** effective not later than **1:00 PM, January 31, 2012**. This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: January 23, 2012

Residential Tenancy Branch