



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, AAT, OPT, FF

Introduction

The tenant applied to cancel a Notice to end tenancy for cause, an Order of possession,, an Oder allowing access to and from the unit by her guests and to recover filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. I have considered the testimony provided.

Preliminary Matters

The tenant confirmed receipt of the landlord's late evidence submission. This evidence was submitted late to the Residential Tenancy Branch and was not considered.

The tenant did not require an Order of possession, as she has possession of the unit.

Neither party submitted a copy of the Notice in dispute. The parties agreed on the content of the Notice and after review of the required content, the hearing proceeded.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for cause issued on April 30, 2012, be cancelled?

Should the landlord be Ordered to allow the tenant's guest access to and from the unit?

Is the tenant entitled to filing fee costs?

Background and Evidence

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenant is required to vacate the rental unit on May 31, 2012. The tenant confirmed receipt of the Notice on April 30, 2012.

The reasons stated for the Notice to End Tenancy were 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; and
- that the tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant.

This 1 year fixed-term tenancy commenced on September 1, 2011; rent is due on the first day of each month.

The landlord stated that on April 4, 2012, the tenant allowed a “street girl” access to her home. The next day the tenant was given a warning letter; there were allegations that the tenant is responsible for a male who was outside of the building.

The landlord stated the tenant’s son, who lives in the same complex, causes problems and disturbances. At times there is conflict between the tenant and her son. The tenant stated she has had to call the police to deal with her son and make attempts to manage his behaviour.

On April 12, 2012, security for the building reported that the tenant had called the police in fear that a person in a vehicle outside of the building was suspicious.

The landlord stated that many of the occupants of the building are elderly and find the tenant and her guests disturbing.

An incident occurred last weekend that resulted in the tenant coming out of the building to confront several males who came into the parking lot, who were holding bats. These people were not invited on the property by the tenant.

The tenant has been parking in spaces not assigned to her; however, during the hearing it appeared that the space assigned may be in use by someone else.

Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the landlord has provided insufficient evidence to show that the tenancy should end for the reasons given on the Notice.

The tenant is allowed to have guests visit her; the choice of guest is not for the landlord to determine, as provided by section 30 of the Act.

The reasons given by the landlord for ending the tenancy were vague; it appears that the tenant’s son has caused some disturbances, but he is also a tenant of the landlord’s and as such he may be subject to action by the landlord.

The landlord was unable to provide dates of occurrences, the details of disturbances caused by the tenant or her guests or any other evidence that would support ending the tenancy for the reasons on the Notice. The tenant called the police in relation to concerns she had; this does not form a breach of the Act.

The tenant was advised not to approach individuals who attend at the property and are threatening, but to call the police should she feel the need.

In relation to parking, the landlord agreed to give the tenant a written notice of the parking space that is assigned to her and that they will ensure no one else is utilizing that space.

As the tenant's application has merit I find that the tenant may deduct the \$50.00 filing fee from next month's rent due.

Conclusion

The Notice to end tenancy for cause issued on April 30, 2012, is of no force and effect. The tenancy will continue until it is ended as provided by the Act.

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: May 28, 2012.

Residential Tenancy Branch