



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, AAT

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act* and allow access to the unit for the tenant's guest. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Was the landlord non compliant with the *Act*? Did the landlord deny access to the tenant's guest?

### **Background and Evidence**

The tenancy started on October 15, 2009. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$320.00. The rental unit is a bachelor suite located in an apartment complex that houses bachelor and one bedroom suites.

The landlord filed a copy of the signed tenancy agreement which contains an addendum. A term in this addendum addresses the number of people in a suite. This term states that no person other than those to whom the suite is rented will be allowed to reside on the premises. The term also states "*When you make arrangements to have a guest and/or family member for overnight stays, please let the office know when they are expected to arrive and leave the premises. This is also for security purposes. Our bachelor suites are designed to accommodate only one resident.*"

The tenant testified that her boyfriend visits her and stays overnight every Tuesday, Thursday and weekends. She added that this has been going on for almost three years. The tenant stated that she had reported the presence of her guest to property management, several times over the phone.

The landlord testified that approximately three years ago, the tenant's guest was a resident of the building and occupied a one bedroom suite with his partner. When that relationship ended, the tenant's guest moved out of the one bedroom suite and started living with the tenant.

The landlord stated that the tenant sporadically reported his presence about once a month and not every time he stayed overnight. The landlord added that this person was not a casual guest but lived in the unit at least five days a week.

The landlord received complaints from other occupants of the building regarding this issue and served the tenant with warning letters starting in Feb 2011 and then on June 18 and June 28, 2012. Despite receiving warning letters, the tenant continued to have her guest stay overnight five nights a week. The landlord also stated that this guest was never denied access to the building.

### **Analysis**

Based on the sworn testimony of both parties, I find that the tenant occupies a bachelor suite and by her own admission has her guest stay overnight five nights a week, every week for the past two and a half years. Based on the tenant's testimony, I find that her guest is not a casual visitor but occupies the unit at least five times a week. I find that the landlord did not breach the *Residential Tenancy Act*, by warning the tenant that she was in breach of a term of the tenancy agreement.

I further find that the tenant's guest was not denied access to the rental unit and therefore the tenant's application for an order granting access to her guest is moot.

### **Conclusion**

Since the tenant has not proven non compliance on the part of the landlord, her application is dismissed in its entirety.

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: July 24, 2012.

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Residential Tenancy Branch