



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated June 15, 2012. The oral hearing via teleconference started at 1:00 p.m. as scheduled, however by 1:10 p.m. the Tenant-Applicant had not dialled into the conference call and as a result, the hearing proceeded in her absence.

### Issue(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?

### Background and Evidence

This month-to-month tenancy started on April 1, 2011. When the Tenant is eligible for a subsidy, rent is \$415.00 per month. The Landlord, P.K., said she and the Landlords' witness, M.P.D., served the Tenant in person on June 15, 2012 with a One Month Notice to End Tenancy for Cause dated June 15, 2012. The grounds alleged on the Notice are as follows:

- 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
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable period of time after written notice to do so.

The Landlords claim that it is a term of the tenancy agreement that there will be no other occupant residing in the rental unit unless the Tenant has the Landlords' prior written consent and that the Tenant's breach of this term will give the Landlords grounds to end the tenancy. The Landlords claim that in December of 2011, the Tenant's boyfriend, S.N., began residing in the rental unit. The Landlords said they advised the Tenant in March 2012 that she would have to apply for permission to have S.N. added as a tenant and would have to provide information about his income. The Landlords said the Tenant did not submit an application until June 6, 2012 and then did not provide complete financial information for S.N. Consequently, the Landlords said they asked the Tenant to provide further financial information about S.N. The Landlord, P.K.,

claimed that on June 7, 2012, she received a number of offensive and threatening telephone calls from S.N. and as a result, the Landlords sent the Tenant a letter the same day advising her that her application to add S.N. as a tenant was denied and that he would have to leave the rental property.

The Landlords said S.N. did not leave the rental unit so they met with the Tenant on June 13, 2012 and she assured them that S.N. had vacated. On June 14, 2012, S.N. arrived at the rental property and confronted the Landlords' witnesses, A.J. and M.P.D. and made some threatening remarks. The Landlords said they contacted the RCMP and a member advised S.N. to stay away from the rental property however he returned on June 15, 2012 and was granted access to the building by the Tenant. The Landlords said they contacted the RCMP again and a member again advised S.N. to leave the rental property. The Landlords said they served the Tenant with the One Month Notice to End Tenancy because she was in breach of the tenancy agreement by allowing S.N. to reside in the rental property without the Landlords' consent and continued to grant him access to the property after having been "barred" by the Landlords.

### Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Tenant has permitted a person onto the property (namely S.N.) who has significantly interfered with or unreasonably disturbed agents and employees of the Landlords. Consequently, I find that there are grounds for the One Month Notice to End Tenancy for Cause dated June 15, 2012 and the Tenant's application to cancel it is dismissed without leave to reapply. The Landlords requested and I find pursuant to s. 55(1) of the Act that they are entitled to an Order of Possession to take effect on July 31, 2012 at 1:00 p.m. (the effective date of the Notice).

### Conclusion

The Tenant's application is dismissed without leave to reapply. An Order of Possession to take effect on July 31, 2012 has been issued to the Landlords. The Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia. 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 17, 2012.

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Residential Tenancy Branch