



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC, MT

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and for more time to do so. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to additional time to dispute this notice to end tenancy?

### **Background and Evidence**

The tenancy began in January, 2012. The monthly rent is \$350.00 payable on the first of each month.

On June 28, 2012, the landlord served the tenant with a one month notice to end tenancy for cause. The notice was served for the following reasons;

1. Tenant or a person permitted on the property by the tenant:
  - has significantly interfered with or unreasonably disturbed another occupant or the landlord
  - has seriously jeopardized the health or safety or lawful right of another occupant or the landlord
2. 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 stated that the tenant had a visitor from June 14 to June 27, 2012 who caused a lot of problems for the landlord and the other occupants. This visitor has a lengthy criminal record, stole a television set from the building and is currently incarcerated.

The landlord agreed that prior to and after the period of the visitor's stay, the tenant did not cause any problems for the landlord or the other occupants of the building.

The tenant stated that she suffers from a learning disability and was informed by the landlord that she had ten working days to file her application to dispute the notice to end tenancy. The landlord denied having told her so. The tenant received the notice on June 28, 2012 and filed her application on July 13, 2012 which is 14 days after having received it.

The tenant did not dispute the fact that her visitor stole a television set and that he created problems for the other occupants. She stated that she asked him to leave and that he will never be welcome at her rental unit. The tenant also offered to pay the landlord for the replacement of the television and apologized to the other occupants. The tenant got signatures from five occupants who agreed that the tenant was not a threat to their health and safety.

The landlord stated that he served the tenant with a warning letter. The tenant stated that she did not receive it. The landlord did not file any documentary evidence to support the reasons for wanting the tenancy to end.

### **Analysis**

Given the tenant's disability, the information that she alleges the landlord gave her regarding the time to dispute the notice and the fact that the tenant disputed the notice just four days late, I grant the tenant the additional time to dispute the notice.

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant and/or has jeopardized the security, safety or physical well-being of another occupant.

I accept that the tenant's guest stole a television set and created some problems for the other occupants, but I am not satisfied that the actions of the tenant's guest justify bringing this tenancy to an end. Since the landlord did not file any evidence to support his notice to end tenancy and agreed that the tenancy was problem free prior to and after the period of the tenant's guest's stay in the rental unit, it appears that this incident was isolated and not an ongoing pattern of behaviour for this tenant.

I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated June 28, 2012. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving other occupants of the residential complex, reason to complain. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

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: August 07, 2012.

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Residential Tenancy Branch