



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PREHOFER CONSTRUCTION LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on January 22, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on July 1, 2011 as a month to month tenancy. Rent is \$710.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$350.00 on July 1, 2011. The original tenancy agreement had two tenants on it, but the male tenant moved out and the female Tenant continued the tenancy.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated January 4, 2013. He served the Notice on January 4, 2013 by posting it on the Tenant’s door. The Effective Vacancy Date on the Notice is February 28, 2013. The Tenant said she was out of town until January 17, 2013, so that is when she received the Notice. The Tenant said she is living in the unit. The Landlord said he would like to end the tenancy.

The Landlord continued to say that the Tenant allowed a male occupant to move into the rental unit in October or November, 2012. The male occupant is not authorized to be living in the unit and the Landlord said they have advised the Tenant they do not want the male occupant living in the rental unit. The Landlord said they advised the Tenant of this in writing on October 6, 2012 and with the Notice to End Tenancy for Cause dated January 4, 2013. The Landlord continued to say the Tenant has not

corrected the situation therefore the Tenant has breached the tenancy agreement for having an authorized occupant living in the rental unit. The Landlord said he does not want to continue the tenancy.

The Tenant said the male occupant moved into the rental unit at the start of October, 2012. The Tenant said she needed help with the rent as she is on a fixed pension. The Tenant continued to say that the Landlord knew the occupant had moved in, but she had not made a written request to make the occupant a registered tenant. The Tenant said the Landlord knew the occupant was living in the unit because the Landlord increased her laundry fees by \$5.00 to cover the occupant's use of the laundry. The Tenant said the Landlord did not change the rent on the rental unit.

The Landlord said they knew the male occupant was living in the unit, but they did not want the male occupant as a tenant because of information they had from other landlords about the male occupant.

The Tenant said that she would like to continue the tenancy if possible.

The Landlord said he did not want to continue the tenancy, but he may consider continuing the tenancy to the end of March, 2013 to allow the Tenant time to relocate.

### Analysis

It appears from the testimony at the hearing that communications between the Landlord and the Tenant has broken down. There was some contradictory testimony provided by both the Tenant and the Landlord regarding the facts of the situation. It is apparent though; the Tenant did not properly notify the Landlord that the male occupant is living in the rental unit and that the male occupant wanted to become a tenant in the rental unit. The Tenant has had ample time from October 6, 2012 to correct the situation of the unauthorized male occupant living in the rental unit; therefore I find that the Tenant has not established grounds to be awarded an order to cancel the Notice to End Tenancy for Cause dated January 4, 2013. Consequently I dismiss the Tenant's application without leave to reapply and the 1 Month Notice to End Tenancy for Cause stands in full effect.

Conclusion

I dismiss the Tenant's application without leave to reapply.

The Landlord's 1 Month Notice to End Tenancy for Cause dated January 4, 2013 stands in full effect.

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: February 18, 2013

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Residential Tenancy Branch

