



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kekinow Native Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and four agents for the landlord.

During the hearing, the landlord verbally requested an order of possession should the tenant be unsuccessful in her Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

It must also be decided if the landlord is entitled to an order of possession for cause, pursuant to Section 55 of the *Act*.

### Background and Evidence

The tenant submitted the following documents into evidence:

- A copy of a tenancy agreement signed by both parties on December 7, 2009 for a month to month tenancy for a monthly economic rent of \$1,399.00 due on the 1<sup>st</sup> of each month with a security deposit of \$500.00 paid. The tenancy includes a BC Housing subsidy; and
- A copy of a 1 Month Notice to End Tenancy for Cause dated April 4, 2013 with an effective vacancy date of May 31, 2013 citing the tenant has breached a material term of the tenancy agreement and has not corrected the situation within a reasonable time after written notice to do so.

The landlord submits the tenant has a long history of having additional occupants in the rental unit. The landlord asserts that some of these occupants stay for extended periods of time.

The tenancy agreement includes the following specific clause regarding additional occupants:

- a) When the Tenant has an additional occupant who will reside with them for any length of time, the Tenant must inform the Landlord in writing;
- b) Any additional occupant(s) staying longer than one month (30) days must provide income verification to the Landlord for rent calculation and pay their rent portion to the Landlord; and;
- c) If the Tenant does not obtain the necessary approval for their additional occupant(s) from the Landlord, it is considered a breach of a reasonable material term of this tenancy agreement that will result in being served a notice of termination.

The landlord submits that in March 2013 the tenant informed them that she had an additional occupant in the rental unit was there temporarily as she was fleeing an abusive situation.

The tenant provided into evidence a copy of a letter dated March 19, 2013 from the landlord stating that they had sent the tenant a letter on March 11, 2013 requesting the tenant provide information on the unregistered additional occupant and that they had not yet received that information. The letter allowed the tenant until March 25, 2013 to provide the previously requested information and reminded the tenant that failure to do so would be a breach of a material term of the tenancy agreement.

The tenant provided a copy of a handwritten letter to the landlord from the tenant indicating that the additional occupant was no longer staying with her.

The landlord acknowledged receipt of this letter and then issued the 1 Month Notice several days later. The landlord provided no additional evidence that this occupant remained beyond the date the tenant indicated.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant
  - i. Has failed to comply with a material term, and
  - ii. Has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

While I accept, based on the testimony of both parties, the tenant was in breach of a material term of the tenancy by failing to register her guest and then failing to provide the landlord with her guest's income information after the guest had remained in the

rental unit for the time specified in the tenancy agreement, I find that the tenant's guest subsequently left the rental unit and the breach was therefore corrected.

I find that the history of the tenant's repeated allowance of guests and occupants provided in testimony and without documentary support by the various agents of the landlord was not relevant to this specific breach of the material term as the 1 Month Notice was specifically related to this one breach.

### Conclusion

For the reasons noted above I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on April 4, 2013 and find the tenancy remains in full force and 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: May 27, 2013

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Residential Tenancy Branch

