



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking more time to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant; her advocate; her friend and one of the landlords.

At the outset of the hearing the tenant confirmed that they received the 1 Month Notice to End Tenancy for Cause on June 7, 2013 and that they submitted their Application for Dispute Resolution on June 12, 2013 seeking to cancel the Notice. Tenants who receive a 1 Month Notice to End Tenancy for Cause are allowed 10 days to file their Application for Dispute Resolution seeking to cancel a notice and as such I find the tenants submitted their Application within the required timeframe and there is no need for additional time. I amend the tenants' Application to exclude the matter of more time to apply to cancel the Notice.

During the hearing, the landlord did not verbally request an order of possession should the tenants be unsuccessful in their Application.

Issue(s) to be Decided

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

Background and Evidence

The parties agree the tenancy began on May 7, 2013 as a month to month tenancy for the monthly rent of \$750.00 due on the 1st of each month with a security deposit of \$375.00 paid (each tenant paid ½ of this deposit). The parties also agree the tenant who did not attend this hearing has moved out of the rental unit.

The landlord provided into evidence a copy of a 1 Month Notice to End Tenancy issued on June 7, 2013 with an effective vacancy date of July 30, 2013 citing the tenants had

allowed an unreasonable number of occupants in the unit; that the tenant or a person on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and put the landlord's property at significant risk.

The landlord submits that the rental unit is a small 2 bedroom unit. The landlord also states that the tenant at the hearing had her daughter returned to her care and moved into the unit and at the same time the tenant's mother moved in. The tenant submits that her mother was only visiting to help the tenant get settled in.

The landlord also submits that tenant who has moved out had requested that her boyfriend move into the rental unit and that the landlord had agreed to consider allow this if he filled out a tenancy application. The landlord testified that she later advised the tenants that she would not allow the boyfriend to move in.

The landlord submits that as a result of the number of people who are at the rental unit all day long the tenant from the other rental unit in the property has been disturbed and that the laundry room is constantly in use and the other rental unit tenant cannot access laundry services. The landlord submits that as a result of this increased use of laundry the landlord's expenses are increased and therefore their property is placed at significant risk.

The tenant submits that while she does have several visitors during the day she does not have anyone else living in the rental unit other than her daughter. The landlord testified she is not sure if anyone is staying overnight with the tenant.

The tenant also states that she is not using the laundry all the time. She also states that the landlord never informed them that they would be sharing the laundry services with anyone else. The landlord testified she discussed the issue with the tenants prior to entering into the tenancy agreement and that even if they had not been aware they posted a schedule so that both sets of tenants could share the laundry.

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) There are an unreasonable number of occupants in a rental unit;
- b) The tenant or a person permitted on the residential property by the tenant has
 - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, or
 - ii. Put the landlord's property at significant risk.

From the testimony of both parties I accept the tenant has several visitors who attend the rental unit on a regular basis. However, I find the landlord has provided no evidence to establish that these visitors should be considered occupants. As the tenant submitted that only she and her daughter live in the rental unit and the landlord testified

that she is unaware if any of the tenants guest stay in the rental unit, I find the landlord has failed to establish the tenant has allowed an unreasonable number of occupants in the rental unit.

As the tenant disputes that she uses the washing facilities on a continuous basis and the landlord has provided no corroborating evidence or firsthand witness testimony to these issues I find the landlord has failed to establish the tenant has significantly interfered with another occupant.

Finally, while the landlord asserts that because of the increased use of the laundry facilities she is facing extra costs I find this does not establish that the property is at significant risk. I find the landlord has provided no evidence to establish any risk at all to the property.

Conclusion

For the reasons noted above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on June 7, 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: July 11, 2013

Residential Tenancy Branch