



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: O / CNC  
OPC

### Introduction

This hearing was scheduled in response to the tenant's application for "other" / and cancellation of a 1 month notice to end tenancy for cause. Both parties attended and / or were represented and gave affirmed testimony.

During the hearing the landlord's agent confirmed that the landlord seeks an order of possession in the event the tenant's application does not succeed.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is 1 of a number of potentially rentable rooms located within a larger home. Presently, the tenant is the only renter.

Further to the tenant's application for dispute resolution dated April 30, 2014, documentary evidence before me is limited to the tenant's amended application dated May 01, 2014, as well as photographs submitted by the landlord, and a letter from the landlord in which he authorizes his wife to act on his behalf at the hearing.

The parties agree that this tenancy began on or about August 26, 2011. Monthly rent is \$600.00, and it is understood that a security deposit was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy. The parties agree that the notice is dated May 28, 2014, that it was personally served, and that the date shown on the notice by when the tenant must vacate the unit is May 31, 2014. As the tenant's initial application to dispute the notice was filed on April 30, 2014, "JS," the person assisting

the tenant concluded that the notice incorrectly shows dates in May 2014, which should be shown as dates in April 2014. The landlord's agent was unable to testify conclusively in this regard.

The parties testified that the reasons identified on the notice in support of its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- put the landlord's property at significant risk

Tenant has assigned or sublet the rental unit without landlord's written consent

Various concerns related to the tenancy were identified by the landlord's agent. They include, but are not necessarily limited to, an allegation that the tenant stored certain of his and his friend's belongings without the landlord's consent, and that the tenant sublet another room in the home without the landlord's consent.

The tenant claims that all of his and his friend's belongings have now been removed from unauthorized areas. Further, while the tenant acknowledges that he did not have the landlord's permission to make another room in the home available to his friend, he claims he did not receive compensation from his friend, and also claims that the period of time at issue is limited to only a few days.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Arising from a variety of matters raised during the hearing, the attention of the parties is drawn to the following particular sections of the Act:

Section 29: **Landlord's right to enter rental unit restricted**

Section 34: **Assignment and subletting**

**PART 3 - What Rent Increases Are Allowed** (sections 40 to 43)

**PART 4 - How to End a Tenancy**

**Division 1- Ending a Tenancy** (sections 44 to 53)

Based on the affirmed testimony of the parties and the scant documentary evidence before me, I find on a balance of probabilities that the 1 month notice was served on April 28, 2014, and that the tenant filed an application to dispute it within the 10 day period available pursuant to section 47(4) of the Act.

I further find that the landlord has failed to meet the burden of proving cause to end the tenancy on the basis of the 2 grounds identified on the notice. Accordingly, the landlord's 1 month notice to end tenancy is hereby set aside, with the effect that the tenancy continues uninterrupted.

### Conclusion

The notice to end tenancy is hereby set aside, and the tenancy continues 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: June 19, 2014

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Residential Tenancy Branch

