



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPC, FF

### Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a one month Notice to End Tenancy for cause. The landlord applied for an order for possession. The hearing was conducted by conference call. The landlord attended and was represented by her daughter. The tenant participated in the hearing. The tenant had five prospective witnesses who called into the hearing. The witnesses were excluded from the hearing before any evidence was heard from the parties. As will be discussed later in these reasons, I did not hear evidence from the tenant's proposed witnesses.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?  
Is the landlord entitled to an order for possession?

### Background and Evidence

The rental property is a house in North Vancouver. The rental unit is a three bedroom suite on the upper floor. There is a separate rental suite in the lower portion of the rental property. The tenancy began on August 1, 2013 for a one year fixed term and thereafter month to month. The monthly rent is \$1,600.00. The landlord has served the tenant with several Notices to End Tenancy. The landlord gave the tenant a one month Notice to End Tenancy dated December 30, 2013. The Notice required the tenant to move out on February 1, 2014. The landlord said that the Notice was given because the tenant had two dogs staying in the rental unit; they barked repeatedly and disturbed the neighbours who complained to the landlord. The landlord said that the tenant was also advertising on craigslist and subletting rooms in the rental unit without the landlord's permission. The landlord testified that she agreed to withdraw the Notice to

End Tenancy and give the tenant another chance after she agreed to stop the dogs from barking and cease subletting rooms. The tenant signed a document when the landlord withdrew the Notice. The document said:

I, (name of tenant) will try to take care the puppy's (name) barking  
No re-rent  
2 month notice if puppy does not comply with methods used.

The landlord testified the rental unit was to be occupied by the tenant along with her common law partner, but, despite the tenant's written promise her daughter, her daughter's boyfriend and many different men have been living in the rental unit and she has been renting out rooms for money. The landlord testified that despite her promise the tenant continues to advertise on Craigslist to rent furnished rooms in the rental unit. The landlord produced a copy of an advertisement placed by the tenant for a furnished room to rent immediately or commencing September 1, 2014. The tenant acknowledged at the hearing that she has advertised rooms for rent in the rental unit.

The landlord gave the tenant another one month Notice to End Tenancy dated June 2, 2014. The Notice required the tenant to move out by August 1, 2014. The landlord served a third Notice to End Tenancy dated July 25, 2014. The tenant signed a copy of the Notice to acknowledge that she received it. The Notice to End Tenancy required the tenant to move out by August 31, 2014. There were several grounds stated for seeking to end the tenancy; the landlord claimed that the tenant has allowed an unreasonable number of occupants in the rental unit; that she has significantly interfered with or unreasonably disturbed another occupant or the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. The landlord relied on several other grounds, including the ground that the tenant had sublet the rental unit without the landlord's consent. The landlord also claimed that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord. The landlord also claimed that the tenant has engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord testified that the tenant has disturbed the other occupants of the rental property as well as nearby neighbours. The downstairs occupants have complained about the tenant's two dogs that bark incessantly from the balcony and late at night when the tenant lets them out "for a bathroom break". The landlord referred to complaints by the downstairs occupants that up to five different people have spent significant time in the rental unit and the tenant also allowed a man to sleep in his van

parked in the driveway of the rental property. The person camping in the van had an extension cord plugged into the house to provide electrical power to the van. The landlord testified that the tenant is running an illegal massage business out of the rental unit and there are men coming and going from the rental property at all hours. The landlord provided a copy of a Craigslist advertisement offering: "Full Body Massage Therapy". The landlord said that the municipal government has written to the tenant to advise that she is operating a business without a business licence and that the type of business requires Vancouver Coastal Health approval and due to the advertised hours of operation the RCMP may need to approve her business before a municipal licence would be granted. The landlord submitted a copy letter to the tenant from the North Vancouver District dated July 15, 2014. The tenant acknowledged that she was operating a massage business, but she claimed firstly that she is not currently working because she is disabled due to a recent injury. She also said that she obtained the landlord's verbal approval to operate a massage business out of the rental unit she said the landlord agreed that she could operate her massage business when the tenancy agreement was signed. The tenant said at the hearing that she had a valid business licence issued by Canada Revenue Agency and that she submitted documents to confirm that fact. The tenant's documents were not available at the time of the hearing. After the hearing I located and reviewed the tenant's documents that had been faxed to the Residential Tenancy Branch on October 1, 2014. Among the documents was a copy of a letter from Canada Revenue Agency dated July 30, 2014 that confirmed the approval of the tenant's request for GST registration. The tenant did not submit any documents to show that she has applied for or obtained a business licence for her massage business.

The landlord submitted written statements from the downstairs occupants and from the next door neighbor of the rental property. The neighbour said that there are many men who come and go from the rental unit and it appears that the tenant was renting rooms. The neighbour also said there have been several incidents at the rental property; there are two dogs kept at the rental unit and they bark at people who bark in the middle of that night and during the day. She said that the dogs have been left unattended at the rental unit and bark constantly when left alone. She said the tenant and her guests have been noisy late at night and the police have attended at least once. Another neighbour complained to the landlord about a police attendance on July 20, 2014 brought about because the tenant was yelling and swearing at the downstairs tenant. The neighbour also complained about strangers coming and going from the house at all hours because the tenant was carrying on her massage business.

The tenant acknowledged that she had an altercation with the downstairs tenant, but she said it happened after she was injured and attended the hospital. She said she

apologised to the downstairs tenant, but she complained that the downstairs occupants used marijuana and that they were trying to have her evicted without valid grounds.

### Analysis and conclusion

I did not find the tenant's evidence regarding her conduct and behaviour to be credible. There are several written complaints to the landlord about her conduct and the noise created by her dogs. The tenant has promised in writing to curb the noise, but she has not done so. I find that she also agreed not to sublet the rental unit but she has continued to advertise and rent rooms in the rental unit. The tenant testified that she had verbal permission from the landlord to operate her massage business out of the rental property; this statement is simply not believable. The tenant claimed to have a business licence, but her own evidence shows that all she has done is to apply for a GST registration, and then only after she received a letter from the municipality warning her that she was in violation of the municipal by-law because she was carrying on her massage business without a licence. I find that the tenant's massage business has disturbed other occupants and it has seriously jeopardized the health or safety or lawful right of other occupants and the landlord. I find that the landlord has shown that she has ample cause to end the tenancy. I dismiss the tenant's application to cancel the Notice to End Tenancy dated July 25, 2014. The landlord has made her own application for an order of possession at. The effective date of the Notice to End Tenancy was August 31, 2014. I allow the landlord's application and I grant the landlord an order for possession effective two days after service upon the tenants. This order may be registered in the Supreme Court and enforced as an order of that court. The landlord is entitled to recover the \$50.00 filing fee for her application and she may retain that sum from the security deposit that she holds.

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: October 14, 2014

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Residential Tenancy Branch

