



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNC, FF

Introduction

This Application for Dispute Resolution by the tenant seeks to cancel a 1 Month Notice to End Tenancy for Cause, (the Notice), dated December 30, 2014.

Both parties were present at the hearing and the hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenant had submitted into evidence a copy of the Notice showing an effective date of January 30, 2015. No documentary evidence was submitted by the landlord.

The Notice indicates that the tenant:

- allowed an unreasonable number of occupants in the unit,
- had significantly interfered with or unreasonably disturbed another occupant or the landlord,
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, and
- engaged in illegal activity that has, or is likely to, adversely affected quiet enjoyment, security, safety, or physical well-being of another occupant or the landlord.

The landlord testified that the unit is a bachelor suite and, although the tenancy agreement was only signed by one tenant, two individuals are residing in the unit. No copy of the tenancy agreement was submitted by either party.

The landlord testified that complaints have also been received from other residents about frequent visitors to the tenant's unit by numerous guests. The landlord stated that the tenant has wrongfully permitted non-residents to use the bathroom located in the common laundry room that is reserved for the use of building residents only. The landlord testified that several people living in the complex have reported that they do not feel safe due to the tenant's conduct.

The tenant testified that the lease she signed contains a specific term that allows the unit to be occupied by two tenants and the tenant shares the rental unit with her son. The tenant testified that she has serious health issues that require the support of care-givers, some of whom are family members. The tenant acknowledged that she did permit her daughter to use the common bathroom in the laundry room area. The tenant pointed out that no disturbances of any kind have occurred and no warnings of any transgressions were ever issued to the tenant by the landlord.

Analysis

The burden of proof is on the landlord to justify the Notice.

I find that the landlord's verbal testimony was disputed by the tenant. I find that the landlord has not successfully established that the tenant allowed an unreasonable number of occupants in the unit, nor that the tenant has significantly interfered with or unreasonably disturbed others. I also find that there is not sufficient evidence presented to prove that the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord. I further find that no evidence was submitted to indicate that the tenant engaged in illegal activity that has, or is likely to, adversely affect quiet enjoyment, security, safety, or physical well-being of another occupant or the landlord.

Due to the landlord's failure to present sufficient documentary evidence to prove that the criteria listed under section 47 of the Act has been satisfied, I find that the Notice is not supported and must therefore be cancelled.

Based on the above, I hereby order that the 1 Month Notice to End Tenancy for Cause dated December 30, 2014 is cancelled and of no force or effect. The tenancy continues until it is otherwise ended in accordance with the Act.

I find that the tenant is entitled to be reimbursed the \$50.00 cost of the application which may be deducted from the next rent payment owed to the landlord.

Conclusion

The tenant is successful in the application and is granted an order cancelling the 1 Month Notice to End Tenancy for Cause issued by the landlord on December 30, 2014.

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: January 22, 2015

Residential Tenancy Branch

