



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, FF, MNR, OLC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated February 23, 2016.
- b. A monetary order in the sum of \$27.99
- c. An emergency repair
- d. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on March 1, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlords reside. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated February 23, 2016?
- b. Whether the tenants are entitled to a monetary order and if so how much?
- c. Whether the tenants are entitled to an order for emergency repairs?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on September 1, 2014. The written tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

Grounds for Termination

The Notice to End Tenancy relies on the following grounds:

- Tenant has allowed an unreasonable number of occupants in the unit/site

The rental unit is a 2 bedroom basement suite. The tenancy agreement identifies the two applicants as tenants. It was apparent at the time the tenants took possession that their child of approximately 8 years was going to live with them. Also, SS was pregnant at that time.

In 2015 the parents of the female tenant's visited them for several months. The landlords demanded that the tenants pay an additional \$75 per person or half of the utility bills. The tenants agreed to pay half of the utility bills.

The parents of the female tenant returned for another visit around the middle of February. Their visa allows them to stay until July. The landlord has demanded that the tenants pay rent of \$1000 per month. The tenants have refused.

The landlord testified the reason for the Notice to End Tenancy is not about additional rent but the additional wear and tear to the infrastructure caused by the excessive number of people.

Analysis:

After carefully considering all of the evidence I determined the landlord failed to establish sufficient cause to end the tenancy for the following reasons:

- The tenancy agreement does not have a provision dealing with the number of people in the rental unit.
- It was apparent to the landlord at the time the tenants took possession that the immediate family would include a husband, wife, child and a soon to be born infant.
- The landlords did not object to the presence of the parents of the tenant last time they visited. The only concern raised by the landlord at that time was to ensure they were properly compensated for the additional utility costs.

- The landlord testified it is not an issue of additional rent. However, this is inconsistent with his demands that the tenants pay \$1000 per month.
- The landlord testified that the additional people are imposing an unreasonable amount of wear and tear on the infrastructure. However, the landlord failed to present evidence to prove this allegation.

As a result I ordered that the Notice to End Tenancy dated February 23, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

I dismissed the tenants' claim for a monetary order of \$27.99 as the tenants failed to prove the door knob problem was caused by the landlord rather than their own negligence.

I ordered that the landlord repair the exhaust fan in the bathroom by April 30, 2016. I do not accept the submission of the landlord that the switch problem was caused by the negligence of the tenants.

The tenants have been for the most part successful. As a result I ordered that the Landlords pay to the Tenants the sum of \$100 such sum may be deducted from future rent.

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: April 06, 2016

Residential Tenancy Branch