



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNC, OLC, RP, PSF, LRE, FF, O

Landlord's application: OPB, OPC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated July 13, 2016; orders for the landlord to comply with the Act, regulations or tenancy agreement; orders for the landlord to make repairs and provides services or facilities; orders to set conditions or suspend the landlord's right to enter the rental unit; and other remedies. The landlord applied for an Order of Possession due to the end of a fixed term tenancy and amended her application to seek an Order of Possession for a 1 Month Notice to End Tenancy for Cause dated July 13, 2016. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

Where multiple issues are identified on a single application the Arbitrator has the discretion to dismiss matters not sufficiently related under Rule 2.3 of the Rules of Procedure. I informed the parties that due to multiple issues and a limited amount of hearing time the issue(s) of utmost importance should be addressed first. Both parties confirmed that the most important matter to determine is the fate of the tenancy. Accordingly, I proceeded to hear from the parties with respect to that matter and dismissed the other remedies sought by the tenant with leave to reapply.

The landlord issued a 1 Month Notice to End Tenancy for Cause dated July 13, 2016 and mailed it to the tenant along with a two page document where the landlord provided further explanation for its issuance. This Notice did not provide an effective date.

The tenant received this Notice on July 18, 2016 and filed to dispute it on July 21, 2016. The tenant sent his hearing package to the landlord within three days of July 21, 2016.

The landlord then attempted to amend or correct the Notice by inserting an effective date of "July 13, 2016" and sent it to the tenant again, along with the two page document, via registered

mail on July 21, 2016. The tenant received this amended Notice on July 22, 2016. Since the landlord was only trying to correct the first Notice by inserting an effective date and everything else about the second Notice is identical to the first I considered the second Notice to be merely an amended version of the first Notice and that the amended version of the Notice is in dispute as well as the first version.

Issue(s) to be Decided

1. Is the landlord entitled to regain possession of the rental unit due to the end of the fixed term?
2. Should the 1 Month Notice to End Tenancy for Cause be upheld or cancelled?

Background and Evidence

The parties have executed two tenancy agreements, herein referred to as the first tenancy agreement and the second tenancy agreement. The first tenancy agreement commenced October 1, 2014 and had a fixed term that expired on July 31, 2015. The rent was set at \$3,500.00 and payable on the first day of every month. The landlord collected a \$1,750.00 security deposit. The first tenancy agreement was accompanied by an addendum referred to as "Rules and Regulations" that contains 28 terms and was signed by the parties on September 6, 2014.

The parties executed a second tenancy agreement for a tenancy set to commence August 1, 2015 and expire on July 31, 2016. The monthly rent was set at \$3,500.00 payable on the first day of every month. The term in the second tenancy agreement that provides for payment of a security deposit was left blank; however, the landlord testified that the security deposit paid under the first tenancy agreement was transferred to the second tenancy agreement. I suggested that the second tenancy agreement should be amended to reflect this information; however, if it is not, this decision shall serve as evidence that the tenant has paid a security deposit under the second tenancy agreement. Since the tenant is currently in possession of the rental unit under the second tenancy agreement, the primary focus is on the content of the second tenancy agreement and any reference to tenancy agreement from this point forward means the second tenancy agreement.

The tenancy agreement indicates there is one tenant and that four other persons may occupy the rental unit. The four other occupants are named in the tenancy agreement. The rental unit was described as being a large house with five bedrooms and a guest room.

Landlord's request for Order of Possession based on end of fixed term

Clause 4 of the tenancy agreement provides that the parties have entered into a fixed term ending July 31, 2016. Below that, it states: "For further renewal, the Landlord may, at Landlord's option, accept from the tenant a new fixed-term lease. For new lease, the tenant must receive landlord's acceptance of a new lease by one (1) month before the end of the

lease.” There is no requirement in the tenancy agreement for the tenant to vacate the rental unit at the end of the fixed term.

The parties did not enter into another tenancy agreement to replace the second tenancy agreement and that was apparently the crux of the dispute between the parties. I heard that the landlord sought to have the tenant enter into another tenancy agreement for another fixed term period of one year but the tenant was not agreeable. The tenant informed the landlord that, as provided by the Act, the tenancy would continue on a month to month basis. Following that, the landlord issued several written communications to the tenant indicating he and the occupants had to vacate the rental by July 31, 2016. It would also appear that the tenancy relationship deteriorated further when there were a number of attendances at the property by the landlord for inspections and showings to prospective tenants and the police were called on one occasion that I heard about.

During the hearing, the landlord maintained that the tenancy came to an end on July 31, 2016 when the fixed term expired and that she is entitled to regain possession of the rental unit. The landlord argued that common law should apply and under common law I must uphold an agreement where there is a meeting of the minds. The landlord asserted that there was a meeting of the minds that the tenancy would come to an end in the summertime and that a new lease would be required every year in order for the tenant to continue to occupy the rental unit and if a new tenancy agreement is not entered into the tenant must vacate the rental unit by the end of the fixed term.

The tenant had made submissions that the Act applies and that under the Act a tenancy continues on a month to month basis if the fixed term tenancy agreement does not require the tenant to vacate upon expiration of the fixed term.

1 Month Notice to End Tenancy for Cause

The 1 Month Notice to End Tenancy for Cause signed on July 13, 2016 (the Notice), and subsequently amended to include an effective date, indicated several reasons for ending the tenancy on the second page. The Notice was also accompanied by a two page type-written document where the landlord provides more specific details in support of issuance of the Notice.

The 1 Month Notice indicates the following reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
 - put the landlord's property at significant risk.
- Tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property.
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.
 - jeopardize a lawful right or interest of another occupant or the landlord.
- Tenant has not done required repairs of damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant has assigned or sublet the rental unit/site without landlord's written consent.
- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.

In the two page document that accompanied the 1 Month Notice, the landlord also refers to the reason "Tenant has allowed an unreasonable number of occupants in the unit/site" even though that box was not checked on the Notice itself. Nevertheless, I was satisfied that the tenant was put on notice that is one of the reasons for eviction and I amended the Notice to indicate that reason as well.

I noted that many of the details the landlord provided in the two page document referred to certain Rules and Regulations. There is a document entitled Rules and Regulations that was signed at the time of entering into the first tenancy agreement and it accompanied the first tenancy agreement. However, the landlord acknowledged that an addendum or another Rules and Regulations document was not signed at the time of signing the second tenancy agreement and did not accompany the second tenancy agreement.

Clause 34 of the tenancy agreement refers to Rules and Regulations. It states:

"The Tenant agrees that the Rules and Regulations delivered with this Residential Tenancy Agreement and such reasonable variations, modifications, and additions, as from time to time made by the Landlord, and any other further reasonable Rules and Regulations that may be made by the Landlords and communicated to the Tenancy in writing shall be observed and performed by the Tenant, his guests, and such Rules and Regulations shall be reads as forming part of the terms of this Residential Tenancy Agreement."

[Reproduced as written with my emphasis underlined]

Since clause 34 specifically provides for Rules and Regulations that are "delivered with this Residential Tenancy Agreement" and no Rules and Regulations were signed or delivered with the second tenancy agreement I informed the landlord that I was not satisfied the Rules and Regulations that formed part of the first tenancy agreement formed part of the second tenancy agreement. The landlord argued that the Rules and Regulations from the first tenancy agreement transferred to the second tenancy agreement automatically or by default. I rejected the landlord's argument that Rules and Regulations from the first tenancy agreement transferred

to the second tenancy agreement automatically or by default since the second tenancy agreement replaced the first agreement and it was without an addendum.

Also of consideration, and as the parties were informed during the hearing, is that a term in a tenancy agreement that conflicts with or violates the Act is not enforceable. Clause 34 would appear to be non-compliant as terms cannot be unilaterally added by the landlord after the tenancy forms. Accordingly, I informed the landlord that I would look to the terms contained in the second tenancy agreement, but not the addendum (the Rules and Regulations) that formed part of the first tenancy agreement, in hearing her allegations that the tenant was in breach of the tenancy agreement.

Given the many reasons that appeared on the Notice I requested that the landlord provide me with the reasons that she considered to have the strongest evidence in support of eviction. The landlord provided the following reasons for eviction.

1. Subletting and over-occupancy

The landlord submitted that the maximum occupancy for a single family dwelling in the jurisdiction of the rental unit is five people. This is provided for in term 8 of the tenancy agreement. The landlord submitted that exceeding the occupancy limit violates zoning requirements and fire ordinances. Violations may result in the landlord losing its licence to operate the house as a rental and void the landlord's insurance policy.

The landlord asserted that in addition to the five persons permitted to occupy the rental unit as named on the tenancy agreement two other women are residing at the rental unit. The landlord submitted that a woman, referred to by the initial R in this decision, moved into the rental unit, is staying in the bedroom across from the tenant, and the landlord has known of this since Christmastime. Another woman, referred to by initial N in this decision, also resides at the rental unit in the "entertainment room", and the landlord has known about this since approximately March 2016. The landlord is of the position N is residing at the rental unit because N has a lot of clothes at the rental unit. The landlord believes there may be more people staying in the "guest room" as many different people are seen coming and going and there appears to be a total of seven beds in the rental unit.

The landlord went on to suggest that the tenant and the occupants should not "sleep" with their respective girlfriends or boyfriends at the rental unit and should go somewhere else to do such things. The landlord indicated that she contacted the landlord of a girlfriend of one of the permitted occupants and that landlord indicated that the occupant had not been at his girlfriend's residence. The landlord submitted that this means the occupant and his girlfriend are likely "sleeping together" at the rental unit. I strongly cautioned the landlord that under the Act a tenant is entitled to quiet enjoyment of the rental unit and that includes reasonable privacy. The landlord was further cautioned that a breach of the right to quiet enjoyment is grounds for a tenant to take action against a landlord including monetary compensation. I suggested to the

landlord that she may be over-involved in the lives of the tenant and the occupants to which she responded that she has to maintain control over what happens at the residential property. The landlord also referred to the property as being her “home” and not just a rental property. I cautioned the landlord that the rental unit is actually the home of the tenant and the occupants that the landlord has provided in exchange for rent.

The tenant acknowledged that R moved in to the rental unit shortly after the second tenancy agreement commenced in place of one of the permitted occupants, referred to by initials RP. The tenant stated that RP moved out not long after the second tenancy agreement began and attempts to contact the landlord with respect to amending the tenancy agreement to reflect R as an occupant went without response from the landlord. The tenant included copies of email communication that showed the tenant had notified the landlord of the anticipated change of occupants in August 2015 and even asked the landlord whether she would like to meet the new occupant.

As for N, the tenant stated that N does not reside in the rental unit. The tenant acknowledged that N is a friend who visits frequently but that she is not an occupant. The tenant also pointed out that he was unaware that the landlord took issue with N being at the property until this hearing and had he known beforehand he could have provided evidence to demonstrate N does not reside at the rental unit. I noted that in the two page document that accompanied the 1 Month Notice, the landlord does not identify persons she believes to be occupants. Rather, she merely stated “The Tenants have more than five people”.

The tenant was of the position the landlord was taking a “throw spaghetti against the wall and see what sticks” approach in an effort to evict the tenant in retaliation for him refusing to enter into another one year lease with the landlord. The tenant pointed to the landlord including evidence about a person, referred to by the initial C, being at the rental unit and the tenant has provided evidence that shows C does not reside at the rental unit. The landlord explained that she included evidence about C to show that C was at the rental unit at Eastertime when the landlord delivered an Easter present. The landlord stated that she was not asserting that C lived at the rental unit. I questioned the landlord about the relevance of submitting evidence pertaining to C if she was not asserting that C was residing at the rental unit. The landlord did not offer an explanation as to the relevance except to reply “thank you”.

The landlord questioned whether RP really moved out as she claimed that RP was at the rental unit in the first couple months after the start of the second tenancy agreement. I noted that her submission was consistent with what the tenant had stated. I asked the landlord to explain why she did not take action when she discovered R was residing in the rental unit at Christmastime and if she was of the belief N was residing there since March 2016. The landlord stated that she did not think she could evict the tenant during the lease.

During the hearing, I indicated that I would issue an order to the tenant that he must not have more than five people occupying the rental unit given that over-occupancy may jeopardize the

landlord's lawful rights with respect to the property. The tenant did not object to this, and acknowledged that this was agreed upon in entering the tenancy agreement.

2. Knowingly giving false information to prospective tenants

The landlord alleged that she brought prospective tenants to the rental unit in July 2016 and the tenant "ambushed" the showing by stating that what the landlord was doing was illegal, that the landlord does not respond to calls, and is a terrible landlord or a "slumlord". The landlord stated that she does respond to calls from the tenant in time.

I noted that included in the tenant's submissions were a number of references to attempts the tenant made to communicate with the landlord via email and phone calls and lack of a response from the landlord. It is also clear from the tenant's submissions that the tenant was of the view that the tenancy was going to continue and the landlord should not be showing the unit to prospective tenants while his tenancy was still in effect. I also noted that when the tenant requested repairs be made the landlord's responses were to refer to the tenant as making "demands".

3. Hostile and intimidating behaviour

The landlord submitted that when she went to inspect the property for rodent damage the tenant stood behind her and appeared angry as he told her it was not a priority. The landlord also indicated that she cannot go to the property without police presence for her own protection as suggested to her by the police. The landlord referred to an incident whereby she was "trapped" in the attic by the tenant or an occupant.

Upon exploring this position further, the landlord acknowledged that when the police were called to the property it was in response to a call placed by the tenant or an occupant. The landlord also acknowledged that when she was prevented from leaving the attic it was because she had taken the cell phone of the tenant or occupant and she would not give it back when requested.

4. Tenant has not reinstalled doors

The landlord testified that the tenant had removed some doors in the rental unit and he was instructed to reinstall them by July 20, 2016. The landlord acknowledged that she has not returned to the property to inspect the property to see if the doors have been reinstalled.

The tenant maintained that the landlord is trying to find any reason to evict in retaliation for not signing another fixed term tenancy agreement. The landlord acknowledged that she had a third tenancy agreement signed by the other landlord, her mother, and that she has made herself "available" to discussing another tenancy and other issues with the tenant.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons.

Expiry of Fixed Term

The landlord seeks to regain possession of the rental unit because the fixed term has expired and on application of the common law.

Section 91 of the Act provides for application of common law. It states: "Except as modified or varied under this Act, the common law respecting landlords and tenants applies in British Columbia."

The Act provides a specific provision for determining what is to happen at the end of a fixed term in certain circumstances. Section 44(3) provides:

"If, on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms."

I find that section 44(3) of the Act modifies or varies any common law respecting the end of fixed term tenancies. Accordingly, I must consider whether section 44(3) applies in this case. I find that it does since the tenancy agreement did not require the tenant to vacate the rental unit upon expiration of the fixed term and the parties did not enter into a new tenancy agreement. Accordingly, I find that the parties are deemed to have renewed the tenancy agreement as month to month tenancy on the same terms provided in the second tenancy agreement. Of course, any non-compliant terms remain unenforceable as provided under section 6 of the Act.

In light of the above, I dismiss the landlord's request for an Order of Possession due to the expiration of the fixed term.

Having found the tenancy continues on a month to month basis, in order for the landlord to end the tenancy the landlord must do so in a manner that complies with the Act. The landlord has issued a 1 Month Notice to End Tenancy for Cause with a view to ending the tenancy under section 47 of the Act. I proceed to consider whether the landlord has established sufficient basis for ending the tenancy based on the reasons indicated on the 1 Month Notice, as amended.

1 Month Notice to End Tenancy

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice.

Upon considering the positions and evidence of both parties, I find the landlord did not satisfy me that the tenancy should end. I found the landlord had a penchant for using inflammatory and provoking words in her testimony, her testimony included half-truths, and at times her responses to my questions were evasive. Considering the landlord did not appear to have many issues with this tenancy until the tenant declined to enter into a third tenancy agreement I find the tenant's position that the 1 Month Notice was issued in retaliation to be likely. Nevertheless, I proceed to provide analysis for each of the reasons given by the landlord during the hearing.

1. Subletting and over-occupancy

Subletting occurs where a tenant vacates a rental unit and provides possession of the rental unit to a third party. The tenant has not vacated the rental unit and I dismiss the landlord's assertions that subletting has occurred.

As for over-occupancy, I find the landlord made reasonable arguments that the maximum occupancy for the rental unit is five people, as this is clear in the tenancy agreement, and I accept that exceeding this number may jeopardize the landlord's lawful rights with respect to the property.

As to whether more than five people are occupying the rental unit I find the landlord's testimony, which I found less than credible for reasons given above, not sufficiently reliable for me to conclude there are more than five people residing in the rental unit.

From the email evidence provided by the tenant it is clear the tenant notified the landlord that RP was leaving and would be replaced by someone else. The landlord even met R at Christmastime and apparently took no issue with it at the time or in the several months that passed afterward. I reject the landlord's explanation that she did not think she could evict a tenant during a lease as illogical as if this were the case there would be little motivation for tenants to pay rent and the Act clearly provides for numerous reasons for eviction that are not dependent on the tenancy being in a month to month status. Therefore, I find it more likely that the landlord's lack of action indicative of her acceptance that R took the place of RP as an occupant.

As for the landlord's assertion that N is also residing at the rental unit, as pointed out by the tenant, the landlord did not otherwise indicate this in her submissions and evidence. Find the landlord's approach of bringing this to light only during the hearing to be prejudicial as the tenant did not have the opportunity to provide evidence to the contrary. Therefore, I find the only evidence before me concerning N is disputed verbal testimony. I find the disputed verbal testimony to be insufficient for me to conclude that N is residing in the rental unit.

While the landlord did not satisfy me that N, or others, are occupying the rental unit, I accept it is a possibility given the size of the rental unit. Given the tenant had agreed that a maximum of

five person would occupy the rental unit and the possible consequences for over-occupying the rental unit for the landlord, I issue an ORDER to the tenant with this decision pursuant to the authority afforded me under section 62 of the Act.

I ORDER that the tenant must ensure that there are no more than five occupants at any one time, including the tenant.

Should the landlord obtain evidence that the tenant is in violation of the above ORDER the landlord may issue a 1 Month Notice indicating the tenant has breached an order of the Director.

2. Knowingly giving false information to prospective tenants

In order to evict under this ground, the landlord must demonstrate that the tenant provided information to a prospective tenant that the tenant knows is false when giving the information.

I heard that the tenant had made statements that showing the unit to prospective tenants on July 9, 2016 was illegal. On that date, the landlord had not issued a 1 month Notice to the tenant, and as provided earlier in this decision the tenancy was set to continue on a month to month basis after expiration of the fixed term; therefore, the landlord was not in a position start showing the unit to prospective tenants. Accordingly, I find the tenant did not knowingly give a false statement to a prospective tenant.

I heard that the tenant alleged the landlord did not return calls. From the tenant's evidence I noted that the tenant had expressed frustration in the landlord's voice mail being full and not hearing a response from the landlord. As such, when the tenant stated the landlord did not return calls, I am satisfied that from the tenant's perspective he was not making a false statement.

Finally, referring to the landlord as being a terrible landlord or a slumlord is an opinion. In hearing this case, I can appreciate the tenant's frustrations with the landlord's antics.

3. Hostile and intimidating behavior

I noted that the landlord had a penchant for using inflammatory words, such as her description of "being trapped" in the attic by the tenant or an occupant and the landlord requiring "police presence" for her own safety. While these references are provoking, the entire story involves the landlord taking the occupant's personal property while she was at the rental unit and not

giving it back despite requests to do so and the tenant or the occupant calling the police for assistance.

As for the landlord's assertion that the tenant was standing behind her while she was inspecting rodent damage and being angry, I give the landlord's testimony little weight given my finding that her previous submissions to be not reflective of the entire truth and unreliable.

In light of the above, I am not satisfied that it is the tenant that is acting in a hostile and intimidating fashion.

4. Doors

The landlord stated that the tenant has removed doors and she required him to reinstall them by July 20, 2016. Yet, the landlord has not returned to the property to determine whether they remain uninstalled. Further, this event post-dates the issuance of the 1 Month Notice. Therefore, I find the landlord did not satisfy me that there is a basis for eviction with respect to the doors. Rather, I would strongly suggest that the tenant ensure any doors that were removed are reinstalled.

In light of all of the above, I find the landlord did not meet her burden to prove that the tenancy should end for cause. Accordingly, I grant the tenant's request to cancel the 1 Month Notice dated July 13, 2016, including the amended version of the Notice, and I dismiss the landlord's request for an Order of Possession. As a result, this tenancy continues on a month to month basis until such time it ends in accordance with the Act.

Other orders

As provided under section 62 of the Act, I have the authority to issue any order necessary to give effect to the Act, Regulations or tenancy agreement. Having heard from the landlord her expectations as to what occupants may or may not do with their guests in the privacy of their own home I find it appropriate to issue an ORDER to the landlord, as follows:

I ORDER the landlord to comply with sections 28, 29 and 30 of the Act.

Below, I have reproduced these sections for the parties' reference, with my emphasis underlined:

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a) reasonable privacy;

- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Tenant's right of access protected

30 (1) A landlord must not unreasonably restrict access to residential property by

(a) the tenant of a rental unit that is part of the residential property, or

(b) a person permitted on the residential property by that tenant.

(2) A landlord must not unreasonably restrict access to residential property by

(a) a candidate seeking election to the Parliament of Canada, the Legislative Assembly or an office in an election under the *Local Government Act*, the *School Act* or the *Vancouver Charter*, or

(b) the authorized representative of such a person

who is canvassing electors or distributing election material.

Residential Tenancy Guideline 6 provides further information with respect to a tenant's right to quiet enjoyment.

Should the landlord fail to protect the tenant's right to quiet enjoyment and violate my order the tenant may seek further remedy, including monetary compensation from the landlord or authorization for a rent reduction, by filing another Application for Dispute Resolution.

Since I have dismissed the landlord's requests for an Order of Possession and I granted the tenant's request to cancel the 1 Month Notice dated July 13, 2016 **I award recovery of the filing fee to the tenant. The tenant is authorized to deduct \$100.00 from a subsequent month's rent** in satisfaction of this award.

Conclusion

The landlord's requests for an Order of Possession have been dismissed.

The tenant's application to cancel the 1 Month Notice dated July 13, 2016 is granted and the tenancy continues at this time on a month to month basis.

I have issued orders to both parties in this decision. The tenant has been ordered to ensure that there are not more than five occupants in the rental unit at any one time, including the tenant. The landlord has been ordered to comply with sections 28, 29 and 30 of the Act.

The tenant has been awarded recovery of the filing fee and has been authorized to deduct \$100.00 from a subsequent month's rent in order to satisfy this award.

The other remedies sought by the tenant on his Application have been dismissed with leave to reapply as the tenant considers necessary and appropriate.

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: August 30, 2016

Residential Tenancy Branch