



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”).

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request to set aside the Notice to End Tenancy. The balance of the tenants application is dismissed with leave to reapply.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

Neither party provided a copy of the Notice. The parties agreed on the contents of the Notice. The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on January 31, 2017.

The reason stated in the Notice was that the tenants have :

- Assigned or sublet the rental unit;
- Allowed an unreasonable amount of occupants in the rental unit; and
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.

The landlord testified that the tenants have two men and a large dog residing in the rental unit. The landlord stated that the tenants do not have their permission to have these additional occupants or the dog.

The landlord testified that there are ongoing problems in the rental unit. The landlord stated that there is damage to the rental unit, such as the large dog is urinating on the carpets causing damage.

The tenant LG testified that there are no additional occupants living in the rental unit. LG stated that one of the men is their son and he attends every day to babysit their grandchild and the other man is his friend. LG stated their sons dog does not urinate on the carpets.

The tenant NB testified that the tenant LG is lying. NB stated that they have been put in a position that they feel helpless as they are afraid of LG and the two men that are living there. NB confirmed that there are problems at the rental unit and supports the Notice of eviction.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reasons stated in the Notice.

I accept the evidence of the landlord and the evidence of the tenant NB that the Notice is valid based on the above reasons, solely based on the actions of the tenant LG. I applaud the tenant NB for their honesty as they are in a difficult situation and may be a victim of LG.

However, under the Act when a joint tenancy ends, it ends for all tenants on the tenancy agreement. Therefore, I find the tenancy has legally ended. The parties agreed at the hearing that the effective date of the Notice will be extended to February 1, 2017 at 1:00pm.

Therefore, I dismiss the tenants' application to cancel the Notice. The tenancy will end on February 1, 2017, in accordance with the Act.

Since I have dismissed the tenants' application, I find that the landlord is entitled to an order of possession effective **February 1, 2017 at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court.

Caution

In this case the tenant LG has provided false testimony under affirmation, which is a serious offence. LG is cautioned that proving false testimony under oath is perjury and may have serious consequences.

Conclusion

The tenants' application to cancel the Notice, is dismissed. The landlord is granted an order of possession.

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: February 01, 2017

Residential Tenancy Branch