



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORE HOLDINGS CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated November 27, 2018.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The Notice alleges that the tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit. It directs the tenant to vacate a rental unit that she ceased to reside in last September.

### Issue(s) to be Decided

Has the tenant or a person permitted on the property by her caused extraordinary damage?

### Background and Evidence

Starting in December 2017 the tenant took possession of a one bedroom apartment rented from the landlord at a monthly rent of \$775.00. The landlord took a \$387.50 security deposit, which it still holds.

At a time prior to September 2018, a former boyfriend of the tenant entered the apartment, assaulted the tenant and caused significant and extraordinary damage. It has cost the landlord over \$2000.00 to repair the damage. It appears the tenant has acknowledged the cost of the repairs.

In September 2018, the landlord moved the tenant to her present abode a few blocks away from the rental unit. The original tenancy agreement was amended by the parties to change the address to the new location. All other terms remained the same.

The landlord's representative says that the tenant's ex-boyfriend had been permitted on the property by the tenant and so she is responsible for the damage. He indicates that the tenant was moved to her new location to permit repairs to be done and only pending the hearing of this application.

The tenant testifies that the ex-boyfriend broke into the rental unit. She denies any agreement that her new accommodation would be temporary.

### Analysis

There are technical issues with the landlord's Notice. It does not relate to the premises at which the damage occurred. The landlord already has possession of that rental unit. The Notice not provide the required "Details of Cause."

Nevertheless, it would be appropriate to deal with the central issue of whether or not the tenant is occupying her present rental unit only temporarily, pending this hearing.

It would seem reasonable that if the landlord was providing the tenant with her present accommodation pending this hearing, to deal with this Notice and the tenant's application, then the Notice and the making of this application both would have preceded the tenant's change to her new location. Neither do.

As well, had the tenancy at the tenant's present rental unit been only conditional, the parties would have made that clear in their correspondence and in the tenancy agreement. Mr. H.B. for the landlord says it was made clear with Ms. P.E., the tenant's advocate and who works at the local MLA's office. Ms. P.E. testifies there was no such condition to the renting of the tenant's new place.

The tenancy agreement is silent on any such condition. It would be a material condition to the tenant's new tenancy and its absence in the altered tenancy agreement is, in my view, conclusive of the question.

### Conclusion

The tenant's application is allowed in so far as it determines that she is living in her present accommodation free of any condition that had this Notice be a valid Notice to end her old tenancy it would also end her current tenancy.

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 07, 2019

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Residential Tenancy Branch