



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation, or tenancy agreement?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on September 1, 2021 with the rent of \$1500.00 due on the 1<sup>st</sup> of each month. The landlord issued a One Month Notice to End Tenancy for Cause dated October 4, 2021 for the following reasons:

#### ***Landlord's notice: cause***

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;*

*(b) the tenant is repeatedly late paying rent;*

*(c) there are an unreasonable number of occupants in a rental unit;*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

BB testified that the tenant was late in paying the rent at least 7 times in the past 12 months. BB testified that the tenant has allowed her parents as well as her brother to move into the unit without authorization along with some other unknown individual. BB

testified that the tenant has significantly interfered with the landlord about the laundry room and an elevated utility cost due to the extra people. BB testified that she wants the tenancy to end.

MK testified that the landlord was aware of the amount of people living in the unit. MK testified that she just wanted a key for the laundry room. MK testified that the rent is due on the 5<sup>th</sup> of each month as per the tenancy agreement submitted by both parties and that she has only been late on one occasion.

### Analysis

CD submits that One Month Notice to End Tenancy for Cause dated October 4, 2021 should be cancelled. CD submits that the allegations made by the landlord are all after that date. ET submits that it was just “human error” and that the notice should say October 4, 2022.

### Notice to End Tenancy

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. I do not accept the argument of ET. I find that the notice predates any of the allegations made and therefore is cancelled. It is of no effect or force.

### Order for the Landlord to Comply

Both parties referred to an issue about accessing the laundry room but each party confirmed that the matter had been resolved. The tenant made some allegations of improper notice to enter the unit but did not provide sufficient evidence to substantiate their claim. Based on the insufficient evidence before me, I dismiss this portion of the tenant’s application.

### Conclusion

The One Month Notice to End Tenancy for Caused dated October 4, 2021 is cancelled. It is of no effect or force. The tenancy continues.

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 23, 2023

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Residential Tenancy Branch