



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STRATA CORP LMS 2749  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, CNC  
                             OPC, FFL

### Introduction

This hearing was convened by way of conference call concerning applications made by the tenant and by the landlord. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order cancelling a notice to end the tenancy for cause. The landlord has applied for an order of possession for cause and to recover the filing fee from the tenant. The hearing did not conclude on the first scheduled date and was adjourned to continue; my Interim Decision was provided to the parties.

The tenant and an agent for the landlord attended on both scheduled dates, and the tenant was assisted by another person. The parties each gave affirmed testimony. The landlord also called 4 witnesses and the tenant called 3 witnesses, who all gave affirmed testimony. The parties were given the opportunity to question each other and the witnesses and to give submissions.

The tenant has not provided any evidence, and the parties agree that the landlord has provided the tenant with all of the landlord's evidence, all of which has been reviewed and is considered in this Decision.

During the course of the hearing, I determined that the landlord did not serve a notice to end the tenancy for unpaid rent or utilities, and I dismiss that portion of the tenant's application.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established that the landlord had authority to issue a One Month Notice to End Tenancy for Cause?
- Has the landlord established that the One Month Notice to End Tenancy for Cause dated January 4, 2023 was issued in accordance with the *Residential Tenancy Act*, specifically with respect to the reasons for issuing it?

### Background and Evidence

**The landlord's agent** (DW) testified that this month-to-month tenancy began on October 1, 2016 and the tenant still resides in the rental unit. The landlord's agent does not know the amount of rent payable or when it is due. The rental unit is a strata apartment, and new legislation allows the Strata to act as landlord, although the rental unit is not owned by the Strata. The owner resides in the same community and has been ignoring the Strata.

The Strata (hereafter referred to as the landlord) caused the tenant to be served with a One Month Notice to End Tenancy for Cause (the Notice) by posting it to the door of the rental unit. It is dated January 4, 2023 and contains an effective date of vacancy of February 28, 2023. The reasons for issuing it state:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- 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;
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property;
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord;
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.

The Details of Cause(s) section states: "different occupants in unit, no form K updated, occupant changes every few months. Dog in unit, bylaws prohibit dog, several reminders sent with no response or proof of why this dog is there. Garbage left in hallways on multiple occasions. Guests leaving doors open in middle of the night and several bylaw

infraction notices regarding this issue sent. Guests of unit associated with theft of bike from another owner in building, police report filed.”

The landlord’s agent further testified that the tenancy agreement specifies 1 occupant, and the Strata has asked for an updated list on December 15 and December 20, 2021 to the owners by email, but received no response. Since then, there have been several people in and out, living and occupying the rental unit. Notices were sent to the tenant and to the owners. There are frequent changes of the number of people living there, and the landlord’s agent believes it to be a 2 bedroom unit.

For the last year it’s been observed that the tenants leave the front door propped open, and notices about that have been sent out. On September 27, 2022 guests of the tenant were seen snooping around another tenant’s personal property, have been smoking in the elevator and common property. The owners have observed people sleeping on the couch in the common lobby.

With respect to illegal activity, the landlord’s agent testified that a bike in the parkade was stolen. Police said that the person was known to police and was arrested for another issue, and were not able to say that he stole it. However, the landlord has probable cause to believe this person, who was seen snooping around, and then the bike being stolen is probable cause. Also, it was seen that a guest of the tenant went into the parkade and was seen looking inside all of the cars.

With respect to assigning or subletting without the landlord’s written consent, the landlord’s agent testified that other occupants live in the rental unit and no Form K has been updated, which must be provided to the strata corporation. The tenant lives there with other people who come and go. Some stay for a few months, leave and come back.

The tenant also has a dog, and letters were sent to the tenant and the owners of the rental unit on July 11, 2022 and September 21, 2022, as well as ongoing.

Numerous letters to the owners and the tenant have been provided for this hearing, some of which contain photographs.

**The landlord’s first witness** (MMM) testified that the witness has seen the tenant’s dog since around September, 2022, regularly, and most recently approximately 2 weeks ago.

The witness has also seen a few people going in and out of the rental unit early in the morning between 1:00 and 4:00 a.m. The witness has gone down to close doors on

multiple occasions and has seen that in security footage. That's when the witness became aware to be more proactive checking on security.

The witness also testified that the witness was waiting in an elevator on the 1<sup>st</sup> floor, when a lady and a guy went in and the lady was about to light a cigarette, but didn't light it.

The witness also encountered a person appearing to be under the influence of something in the parking garage. The witness was being backed into a corner and called for assistance. The witness was checking on the witness' car and the man became agitated, raising his voice and yelling at the witness. The man was known to be in the garage quite abit and didn't have a vehicle. He started to walk toward the witness, who told the man that he doesn't have a purpose to be there. The situation de-escalated while the witness called for assistance. He was a visitor of the tenant, which the witness learned through talking to him and other interactions. The witness has a background in mental health and has worked with people, and believed the man was on crystal meth.

The witness' husband had a dirt bike that had been stolen twice. A police report was filed and a photograph of the man. The tenant's friends took the witness to a house and he was in the back yard holding a dog. The witness took a photograph and the guy seen steeling the dirt bike was the same guy at that house. He has an association with the company that the tenant keeps.

The witness posted the One Month Notice to End Tenancy for Cause to the door of the rental unit. That was in early January, but could have been in December. The evidence that the witness has shows January 4, 2023, a photograph with it.

The witness has seen people buzz outside, watched them walk to the rental unit and after countless times recognized the company being kept. They appear on videos, and no one else lets people in late hours or early in the mornings.

Multiple times in the common area, and laid out by the dumpster the witness has seen garbage from the tenant lying around and food spilled in front of the building.

The witness also testified that the witness recently found out while testing the door that it doesn't close properly.

**The landlord's second witness** (JG) testified that on 2 occasions the witness has seen vagrants sleeping on the couch in the lobby. The first occasion was about 3 months after the witness moved into the building. As the witness was entering, a person followed the witness. It was night time, and the person knocked on the door asking to be let in but the

witness refused. The man begged and hit the door a few times and the witness asked what unit the man wanted, who replied 203. The witness said that he had to have a key or be buzzed in.

On another occasion, a person was sitting on the couch and the witness approached him. The person didn't respond, so the witness kicked the couch and the person still didn't respond. The witness called police and the person woke up and said that the tenant let him in. He had a shopping cart and bags and blankets gathered. Police did not attend, and the person ventured off.

The witness has seen the tenant's dog a few times. The witness asked the tenant about garbage and a box that had the tenant's name on it, and the tenant's dog bolted out of the rental unit. That was not the first time garbage has been left in common areas.

A vehicle parked in front had been abandoned. It had 2 flat tires and the battery was dead. The witness asked the tenant to move it forward away from the front of the building, and the tenant complied.

The witness is the spouse of the president of the Strata, and they live across the hall from the tenant.

**The landlord's third witness** (BI) has lived in the building for 15 years and acted as president for 10 years. The tenant has resided in the building for 8 years.

On many occasions paper has been jammed in the door and the garage door making the building insecure. The witness has seen as many as 6 people going in and out of the rental unit during the day, and more in the evening.

During the witness' time on council, the witness has seen the tenant's keys thrown on the ground to let people in. The witness also found gas cans around the tenant's van in the underground parking area. The witness had a car towed due to no insurance, believing it had to be insured by the bylaw, but the witness was out \$230.00 for having it towed.

Dogs and smoking are not allowed. The tenant has a dog, and the witness has seen the tenant's guests get into the elevator smoking. The witness has seen people on that floor smoking, and there were no issues about smoking until the tenant moved in 8 years ago.

**The landlord's fourth witness** (DM) testified that the witness has been in the building for 5 years, and works for an environmental consulting firm in the building.

On November 22, 2022 the witness saw the tenant with a dog while taking out the garbage in the back of the building, walking with a man and carrying the dog. The witness saw the same tenant walk into the building with the dog several weeks prior.

The witness has also noticed in the past year more instances concerning safety, such as a man sleeping in an area that is supposed to be locked. The gate should be locked at night, and when the witness came into the building in the morning, the man was sleeping near the office doors of the building. There were cigarette butts around and broken windows, and there have been attempts to break into the parking area; the fence was pulled back, and the “thing” to protect the door knob has been broken. It’s a metal box meant to prevent breaking the lock mechanism of the door. The front gate was broken for several months. The area that the building is situated in is frequented by homeless people, but from the witness’ experience, none of the homeless have tried to get in, and the witness has never noticed attempts to break in or windows broken. The witness was working from home, but started going back to the office in the building in early 2021, and noticed a definite shift.

**The tenant** testified that Section 138 of the *Strata Properties Act* grants itself the power to end a tenancy, but the *Residential Tenancy Act* does not recognize that. The Strata in this case has made itself the landlord, and has granted itself the power to end the tenancy. The tenant does not believe that the *Residential Tenancy Act*, that governs these proceedings at any time recognizes the Strata as the landlord or lists Section 138 as a reason to end the tenancy. Section 138 outlines the circumstances that a Strata can step into the landlord’s shoes and end the tenancy. The reasons are quite specific:

- while the repeated or continuing contravention of any strata bylaws is regarded as due cause, there is an additional onus that these violations must also seriously interfere with another’s enjoyment, use of personal or common property.

Of the 6 reasons in the One Month Notice to End Tenancy for Cause, 3 do not meet the criteria mentioned in Section 138, even if proven to be true, and would not in themselves meet the additional criteria that they seriously interfere or are proven to seriously interfere with other’s use and enjoyment.

The owner (Mrs. A) knows how many people live in the rental unit. There are no complaints and no evidence from the Strata about damage to property.

A bundle of complaints regarding ending the tenancy are in no way referenced to the reasons for issuing the One Month Notice to End Tenancy for Cause. The tenant does

not smoke in the hallway. While there are some photographs regarding complaints, all documents are simply copies of complaint notices, none offer factual details that lead to believe they are providing evidence as proof rather than making assumptions. No descriptions, times or dates, just nameless, faceless people who at some times are responsible for propping open doorways, allowing access to unauthorized individuals, banging on doors, yet each one in every case is categorically associated with unit 203. The Details of Cause(s) section in the One Month Notice to End Tenancy for Cause has been taken to the extreme with a claim that thieves responsible for theft of a bike are associated with unit 203. The fact that a police report was filed, implying this is evidence of the fact, but are false and irresponsible. No shred of evidence has been provided that would lead to this conclusion, only to discredit Unit 203 and the tenant. The video of theft shows 2 men not known to the tenant, stealing the bike.

The tenant testified that the tenant's guests arrive in the early hours of the morning, who are let in through the door. The tenant has dropped the key at the front for guests, but not this year.

With respect to the complaint of garbage in common areas, the tenant is unsure which of the boxes in the One Month Notice to End Tenancy for Cause this applies to. The photograph provided shows a bag of garbage of unknown origin. There is no explanation or proof provided of how the Strata knows it was from the tenant's rental unit. The location is not visible in the photograph, nor how long it remained there. How it seriously affects anything is not known. If broken open and contents spilled it would be a different story. There is no real factual information that would validate using a notice to end the tenancy, which is a heavy penalty for such meagre evidence.

The tenant has permission for a cat and asked if she could get a small dog, smaller than a cat. The tenant was given permission as long as it was not a big dog. The Strata is using repeated violations of the strata bylaw regarding the dog as ground to end tenancy, but there is no evidence that it seriously affects anyone in any way. There are no noise complaints, no dog waste or aggressive behaviour. Nothing that would empower the Strata to use the repeat violations as seriously affecting anyone in anyway and should not be cause for ending the tenancy.

The tenant has let guests into the building through the door in the early hours of the morning, and has dropped keys to allow people in, but not this year. Some of the tenant's guests are smokers. The tenant currently has 2 roommates and has allowed guests to stay for a couple of days. The roommates usually answer the buzzer for guests because the tenant doesn't always hear it.

**The tenant's first witness** (TS) testified that about 1 ½ or 2 years ago the witness had walked past the unit of the Strata president, who would yell at the witness and was rude, for about 4 or 5 months. One day, he and his wife got out of a vehicle and said that the witness didn't know how to read. The sign on the door said "No Dogs," and the witness told the man that the witness can read quite well, and if referring to the dog, the landlord is aware and has been given paperwork about a comfort dog. The man's wife said she didn't know anything about that, but nothing was said to the witness about the dog after that.

The buzzer doesn't work in the rental apartment, and doesn't open the gate, so to go down, the witness has to prop open the door to reach the other door, for a matter of seconds. The witness used to live in the building, and may have propped the door open for 10 seconds to go to the garbage. Someone came and took the propping out and the witness had to walk all around the building to get back in.

The tenant had COVID and the tenant and witness were quarantined for about 20 days. After that, there was a notice in an elevator that said that apartment 203 had COVID. There were 3 different notices on 3 occasions.

The tenant is strict about knowing who is let into the building. It is locked all the time, and that accusation doesn't even make sense, and there have never been more than 4 people residing in the rental unit. The witness lived with the tenant for about 1 ½ years, and someone climbed into the apartment and made a mess. The witness did not believe it was the witness' place to report it to the Strata.

The witness has spoken to the landlord (Mrs. A) on many occasions who knew that the witness lived there.

The person whose bike was stolen asked if the witness could help her, and the witness was able to recover it.

**The tenant's second witness** (SF) testified that the landlord's witness (BI) has not always been truthful. The witness heard a message on an answering machine saying that the tenant was doing laundry for homeless people. He denied saying that and walked away, but he did say that. The witness has also heard the next door neighbour screaming at the tenant because his truck is nicer than the tenant's and he should be able to park in front, and yelling at the tenant about garbage.

The tenant's rent has always been paid and the landlord likes having the tenant in the rental unit. There are no problems at all, but the landlord is not happy with the \$200.00



fine each day about the tenant's dog. Due to several deaths in the tenant's family, the tenant has been depressed and the dog gives her some joy. The tenant has had a hard time dealing with it.

The witness has been a friend with the tenant for 10 years and visits the tenant about once per month. The landlord told the witness about letters sent to the tenant. The tenant got a letter from a counsellor regarding why the tenant has a dog and gave it to the Strata. The tenant had a cat and the tenant's dog is smaller; the landlord said that the tenant could have a small dog.

The tenant has told the witness about 2 instances when the tenant didn't have a key and ran back to get a key leaving garbage outside her apartment, but not for periods of time.

**The tenant's third witness** (DU) testified that the tenant has not left garbage outside, and has not let people in. The husband of the Strata president was yelling at the witness and the tenant about garbage, and the waste area was so full, so the garbage bag was left next to the rest of them.

A ladder was placed in the middle of a walkway, and a person was trying to put in a light bulb. The witness tried, but it was too big. The person said that the witness tried to push her off the ladder, but that's not true. The person is old and the witness didn't want her to fall.

The witness has lived in the rental unit for a year and abit, but is not aware of violations from the Strata. The tenant's dog has been there for 6 months to a year. The only time that the witness is aware of garbage being left outside and not disposed of correctly, was to go get a key, but not for any length of time.

#### SUBMISSIONS OF THE LANDLORD:

Strata fines of \$200.00 per week have been issued in accordance with the bylaws, and letters have been sent to the tenant and owner. The new legislation now gives the Strata the power to obtain and order of possession if the strata feels a need to evict for cause. The owner was asked to issue a notice to end the tenancy as a first resort, but the owner dismissed the Strata inquiries and all letters sent. The tenant has been in constant contravention without any attempt to resolve or respond to issues about the tenant's dog and doors being propped open. All avenues have been exhausted, and issues have been ongoing for over a year.

#### SUBMISSIONS OF THE TENANT'S ASSISTANT:

The evidence of the landlord seems scant to evict, and the Strata really should pursue other avenues first. The tenant has problems with paperwork, finding it overwhelming. There are assumptions and inuendo, that the tenant's assistant does not believe the Strata has the authority to evict the tenant.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. In this case, the landlord named in the One Month Notice to End Tenancy for Cause (the Notice) is not the landlord, but the strata corporation, which relies on Section 138 of the *Strata Properties Act*. The landlord's agent (DW) advised in submissions that the legislation is contained on page 27 of the landlord's evidence, however the evidence does not contain page numbers, and I was not able to locate it. I looked up the legislation, which states:

### **Eviction by strata corporation**

**138** (1) A repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a residential strata lot that seriously interferes with another person's use and enjoyment of a strata lot, the common property or the common assets is an event that allows the strata corporation to give the tenant a notice terminating the tenancy agreement under section 47 [*landlord's notice: cause*] of the [Residential Tenancy Act](#).

(2) An eviction under subsection (1) does not affect any rights of the landlord under the tenancy agreement.

That requires:

1. a continuing contravention;
2. a reasonable and significant bylaw or rule; and
3. evidence that the contravention seriously interferes with another person's use and enjoyment of the strata lot or common property.

The tenant also submitted that while the repeated or continuing contravention of any strata bylaws is regarded as due cause, there is an additional onus that these violations must also seriously interfere with another's enjoyment, use of personal or common property, and I agree.

The tenant also submitted that the *Residential Tenancy Act*, that governs these proceedings does not recognize the Strata as the landlord or lists Section 138 as a

reason to end the tenancy. However, I refer to Residential Tenancy Policy Guideline 27 – Jurisdiction, which states, in part:

The definition of “landlord” in the RTA sets out what that term “includes” in relation to a rental unit. The definition can also include persons who are not listed. Thus, it can include a person to whom the Legislature has given the powers of a landlord in another statute, such as the Strata Property Act. The strata corporation can be a landlord under the RTA but only for the purposes of issuing a notice to end tenancy under section 47 of the RTA, defending any application disputing that notice, and seeking an order and writ of possession in relation to that notice.

I have reviewed all of the landlord’ evidence and considered all testimony of the parties and witnesses.

**Has the landlord established that the tenant has allowed an unreasonable number of occupants in the rental unit?**

The landlord’s witnesses have described seeing a few people going in and out of the rental unit early in the morning between 1:00 and 4:00 a.m. and has seen that in security footage. Another described a situation where a person knocked on the door asking to be let in but the witness refused. The person begged and hit the door a few times, and the witness asked what unit the man wanted, who replied 203. That same witness testified that a person was sitting on the couch and the witness approached him. The person didn’t respond, so the witness kicked the couch and the person still didn’t respond. The witness called police and the person woke up and said that the tenant let him in. Another witness testified that paper has been jammed in the door and the garage door and has seen as many as 6 people going in and out of the rental unit during the day, and more in the evening.

The Strata has not provided a copy of the bylaws or rules, and the tenancy agreement states:

**11. OCCUPANTS AND GUESTS**

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy.

Disputes regarding the notice may be resolved through arbitration under the Residential Tenancy Act.

An occupant is an inhabitant, tenant or resident, not a guest. Although the number of people seen going into the rental unit seems excessive, I am not satisfied that it meets the criteria for the Strata ending the tenancy, or that the number of occupants in the rental unit is unreasonable.

**Has the landlord established that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, or seriously jeopardized the health or safety or lawful right of another occupant or the landlord?**

The landlord's agent testified that for the last year it's been observed that the tenant leaves the front door propped open and notices were sent about that. The landlord's agent also testified that people were seen snooping around another tenant's personal property, smoking in the elevator and on the common property, and sleeping on the couch in the common lobby. One of the landlord's witnesses testified to a person sleeping on the couch. I have also reviewed the letters to the Strata from other occupants, who have notified the Strata about the tenant's dog, but none indicate a significant interference or an unreasonable disturbance.

The tenant admitted that keys have been dropped for guests to enter, but not this year. It is not for me to "forgive" past behaviours, but it is for me to decide whether or not the Strata had cause to issue the Notice at the time that it was issued, January 4, 2023.

**Has the landlord established that the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property?**

The landlord's agent testified that the first incident is smoking in common areas and putting butts out in the elevator. That is not illegal activity. The landlord's agent also testified that a person known to police was arrested for a bike stolen from the parkade, but the person was arrested for another issue and police were not able to say that the person stole the bike, but the landlord has probable cause to believe the person who was seen snooping around stole the bike. There is absolutely no evidence of that, nor any evidence of damage or that any activity of the tenant or guests is likely to damage the landlord's property.

**Has the landlord established that the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord?**

The landlord's agent testified that it was seen that a guest of the tenant went into the parkade and was seen looking inside all of the cars. A witness of the landlord (MMM) testified that the witness encountered a person in the parking garage, and an incident no doubt was intimidating, and the person was a visitor of the rental unit. The testimony does not include illegal activity. The witness also testified that the witness has on multiple occasions seen doors left open, but that is not illegal activity.

**Has the landlord established that the tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent?**

I refer to Residential Tenancy Policy Guideline 19 – Assignment and sublet, which sets out that an assignment “is the act of permanently transferring a tenant's rights under a tenancy agreement to a third party, who becomes the new tenant of the original landlord.” It also states that: “When a rental unit is sublet, the original tenancy agreement remains in place between the original tenant and the landlord, and the original tenant and the sub-tenant enter into a new agreement (referred to as a sublease agreement). Under a sublease agreement, the original tenant transfers their rights under the tenancy agreement to a subtenant. This must be for a period shorter than the term of the original tenant's tenancy agreement and the subtenant must agree to vacate the rental unit on a specific date at the end of sublease agreement term, allowing the original tenant to move back into the rental unit. The original tenant remains the tenant of the original landlord, and, upon moving out of the rental unit granting exclusive occupancy to the sub-tenant, becomes the “landlord” of the sub-tenant.”

In this case, the tenant has not assigned the tenancy agreement to any other person, and has not sublet the rental unit to any other person; the tenant has not vacated the rental unit for another person to occupy. Therefore, I find that the landlord has failed to establish that the tenant has assigned or sublet the rental unit.

The letters from the Strata to the owners and to the tenants also speak to people moving in or out without paying for the move-in/out fees, which is not relevant to the reasons for issuing the Notice. The Notice does not indicate that a reason for issuing it is with respect to the tenant's dog. I also note that a letters to the owners and the tenant suggests that if the tenant requires a complete copy of the bylaws, the tenant may contact the property management office or download them, but there is no evidence that the tenant was provided with a copy, and a copy has not been provided for this hearing.

As mentioned above, the test for a Strata to take the position of a landlord to end a tenancy is:

1. a continuing contravention;
2. a reasonable and significant bylaw or rule; and
3. evidence that the contravention seriously interferes with another person's use and enjoyment of the strata lot or common property.

Evicting a tenant is a serious matter. Having found that the reasons for issuing the Notice have not been established, and that some of the evidence of the landlord is not relevant to the reasons contained in the Notice, I dismiss the application of the Strata. The One Month Notice to End Tenancy for Cause is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant as against the landlord in that amount, and I order that the tenant may reduce rent for a future month by that amount, or may serve the order on the Strata and enforce it in the Provincial Court of British Columbia, Small Claims division as a judgment.

### Conclusion

For the reasons set out above, the tenant's application for an order cancelling a notice to end the tenancy for unpaid rent or utilities is hereby dismissed.

The landlord's application is hereby dismissed without leave to reapply.

The One Month Notice to End Tenancy for Cause dated January 4, 2023 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

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: March 25, 2023