



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute codes: CNC RR FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy, and an order allowing the tenant to reduce rent for facilities agreed upon but not provided. During the hearing, the landlord verified that the tenant does have an assigned parking stall, and on that basis I dismiss the portion of the tenant's application regarding a reduction in rent.

Issue to be decided

Has the landlord established cause to end the tenancy, as set out in the cited grounds in the notice to end tenancy?

Background and evidence

The tenancy began on February 1, 2008. The tenancy agreement, signed by the landlord and the tenant on January 6, 2008, indicates that the applicant in this matter is the sole tenant. On July 31, 2008 the landlord served the tenant with a one month notice to end tenancy for cause, and cited reasons for ending the tenancy as follows: (a) the tenant has allowed an unreasonable number of occupants in the unit; (b) the tenant has engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; (c) the tenant has assigned or sublet the rental unit without the landlord's consent; and (d) the tenant knowingly gave false information to prospective tenant or purchaser of the rental unit.

The landlord submitted as follows. It came to the landlord's attention that the tenant's boyfriend moved in with the tenant. The landlord would never have rented the unit if it was for two tenants. The tenant's son has also stayed with the tenant for extended periods of time and may have moved in. Other tenants in the building have complained

that the tenant, her boyfriend and the tenant's son have had guests over and held noisy parties late at night, and there has been marijuana smoke emanating from the tenant's apartment. The landlord provided three complaint letters from other tenants and stated that he had received further letters of complaint from tenants who wished to remain anonymous out of fear of the tenant's son.

The tenant submitted as follows. The tenant's boyfriend did move in with her for a while but he has now moved out. The tenant's son is not an occupant but an occasional guest. Although the tenant does have guests, she has never had wild parties late at night and always tells her guests to keep the noise down.

Analysis

I find that the landlord did not provide adequate evidence to support the cited grounds for ending the tenancy. In regard to the tenant's boyfriend, the tenant may have breached a term of the tenancy agreement by allowing her boyfriend to live with her in the rental unit, but the tenant has now corrected that breach. The tenant has not assigned or sublet the rental unit, and I do not find that the evidence supports the claim that the tenant has allowed an unreasonable number of occupants in the unit. I am not satisfied, on a balance of probabilities, that the tenant has engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of other occupants. I therefore find that the landlord has not established cause to end the tenancy on the grounds cited in the notice to end tenancy.

Conclusion

The notice to end tenancy is cancelled, with the effect that the tenancy continues. The tenant is entitled to recovery of the \$50 filing fee, which she may deduct from next month's rent.

Dated September 09, 2008.

