



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the cost of filing an Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make submissions to me.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be set aside?

Background and Evidence

The Agent for the Landlord stated that a 1 Month Notice to End Tenancy for Cause was posted on the Tenant's door on June 20, 2013. The Tenant stated that she received the Notice on, or about, June 21, 2013. The first page of the Notice to End Tenancy was submitted in evidence by the Tenant, which declares that the Tenant must vacate the rental unit by July 20, 2013.

The second page of the Notice to End Tenancy was not submitted in evidence. The Agent for the Landlord stated that the reason for ending the tenancy cited on the second page of the Notice to End Tenancy was that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord. The Tenant stated that there were four reasons cited on the Notice to End Tenancy, including that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord. The parties agreed that for the purpose of this hearing, the only reason to be considered for ending the tenancy was that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the Landlord.

The Agent for the Landlord stated that the Landlord is attempting to end the tenancy because the Tenant's daughter created a loud disturbance in the rental unit on June 16, 2013 and was subsequently removed by the police.

The Tenant stated that on June 16, 2013 her daughter entered the rental unit, which was unlocked, without her consent; that in April of 2013 she had told her daughter that was not allowed in her home; that when she told her daughter to leave her daughter on June 16, 2013 her daughter began yelling; that her daughter was aggressive towards the Tenant's boyfriend when he asked her to leave on June 16, 2013; that her daughter ripped the telephone from the Tenant's hand on June 16, 2013 so she could not phone the police; that the Landlord phoned the police; and that her daughter was removed by the police on June 16, 2013.

Analysis

Section 47(1)(d)(ii) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy if the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord.

On the basis of the testimony of the Tenant, I find that she did not permit her daughter to enter her rental unit on June 16, 2013. I therefore cannot conclude that the daughter was permitted on the property on that date by the Tenant. I therefore cannot conclude that the Landlord has the right to end this tenancy, pursuant to section 47(1)(d)(ii) of the *Act*, even if the daughter's behaviour on June 16, 2013 seriously jeopardized the health or safety or lawful interest of another occupant or the landlord.

Conclusion

As I have determined that the Landlord has failed to establish grounds to end this tenancy pursuant to section 47(2)(d)(ii) of the *Act*, I grant the application to set aside the 1 Month Notice to End Tenancy and I order that this tenancy continue until it is ended in accordance with the *Act*.

As I find the Tenant's application has merit, I authorize the Tenant to deduct \$50.00 from her next rent payment, as compensation for the filing fee she paid for this Application for Dispute Resolution.

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: July 24, 2013

Residential Tenancy Branch