



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

CNR, CNC, OLC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent; to set aside a Notice to End Tenancy for Cause; and an Order requiring the Landlord to comply with the *Act*.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside; whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, should be set aside; and whether there is a need to make an Order requiring the Landlord to comply with the *Act*.

### Background and Evidence

The Landlord and the Tenant agree that the Tenant had been living in this rental unit with the former occupants of the suite for several weeks before he entered into a tenancy agreement with the Landlord. The parties agree that they entered into a verbal tenancy agreement on April 01, 2009, at which time they agreed the monthly rent would be \$565.00.

The Landlord and the Tenant agree that a 10 Day Notice to End Tenancy for Cause was served on the Tenant on June 02, 2009, in which the Tenant was advised that he owed \$565.00. The parties agree that the outstanding rent was paid, in full, on June 05, 2009.

The Landlord and the Tenant agree that the Landlord posted a 30 Day Notice to End Tenancy for Cause on the front door of the rental unit. The parties agree that the

Residential Tenancy Branch  
Ministry of Housing and Social Development

Tenant has many visitors throughout the day and night. The Landlord stated that the Tenant's guests generate a lot of complaints that relate to talking, music and general foot traffic. The Tenant stated that he tries to keep the noise level at a reasonable level, particularly in the evening hours.

The Landlord stated that on one occasion when he attended the rental unit in response to the noise complaint he observed that a bedroom door had been damaged. The Tenant stated that the damage to the door was caused by the previous tenants and that it did not occur during his tenancy. The Landlord stated that he did not complete a Condition Inspection Report at the beginning of this tenancy.

The Landlord stated that he inadvertently indicated on the Notice to End Tenancy for Cause that there was illegal activity occurring in the rental unit. He stated that he has no knowledge of any illegal activity occurring in the rental unit. He stated that he is primarily concerned about the number of visitors attending the rental unit and the general cleanliness of the rental unit.

After considerable discussion the Landlord indicated that he would be willing to continue this tenancy if the Tenant would agree to keep the rental unit clean and to restrict the number of people visiting at the rental unit.

The Tenant indicated that he is interested in continuing the tenancy and he stated that he was willing to impose restrictions on his tenancy.

The Landlord and the Tenant agreed to continue this tenancy with the following terms and conditions:

- The Tenant agreed that he will never have more than two guests in his rental unit at any time of the day or night
- The Tenant agreed that he will keep the rental unit reasonably clean and free of empty bottles and garbage
- The Tenant agreed that the Landlord could inspect the rental unit on a monthly basis, provided he gives written notice of his intent to inspect the suite at least 24 hours prior to conducting the inspection
- The Landlord agreed that he will give the Tenant written notice of any problems with the condition of the rental unit, and to give him a reasonable time to rectify those problems, before he serves the Tenant with a Notice to End Tenancy in relation to the physical condition of the rental unit.

## Conclusion

Residential Tenancy Branch  
Ministry of Housing and Social Development

I find that a 10 Day Notice to End Tenancy for Cause was served on the Tenant on June 02, 2009, which advised the Tenant that he owed \$565.00, and that the Tenant paid the outstanding rent, in full, on June 05, 2009. As the overdue rent was paid in full within 5 days after receiving this Notice, I find that the Notice was rendered ineffective by virtue of section 46(5) of the Act. As the Notice was rendered ineffective, I find that I do not need to consider whether that Notice should be set aside, as it has no force or effect.

Based on the agreement of both parties to continue this tenancy, under the terms and conditions outlined above, I hereby set aside the One Month Notice to End Tenancy, dated May 23, 2009, and I order that this tenancy continue until it is ended in accordance with the Act.

I find no reason to make any additional Orders requiring the Landlord to comply with the Act, although both parties are reminded of their obligation to comply with the Act in all aspects of this 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: June 11, 2009.

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Dispute Resolution Officer