



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to hear the tenant's request to cancel a Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to be heard.

The landlord's evidence was received by the tenant four days before this hearing and is considered late evidence. Most of the evidence comprised of photographs and a few documents. The tenant was provided the opportunity to review the evidence during the hearing and respond to it. In light of the mutual agreement between the parties during the hearing, the evidence did not play a crucial role in the outcome of this hearing and the tenant was not prejudiced by its late service.

During the hearing, the parties agreed that the rental unit consists of the basement suite only and not the entire house. The application has been amended to reflect the rental unit is the basement suite only.

### Issues(s) to be Decided

1. Can the parties reach a mutually agreeable resolution to this dispute?

### Background and Evidence

Upon hearing testimony of both parties, I make the following findings. This tenancy commenced approximately sixteen years ago and the tenant paid one-half of a month's rent at the commencement of the tenancy. On March 1, 2009 the landlord gave the tenant a letter requesting he clean up accumulated debris and possessions around the property. On May 6, 2009 the City of Burnaby (the city) notified the landlord, and sent a

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copy to the tenant, that a complaint had been received about the appearance of the property under the city's *Unsightly Premises Bylaw* and the city had conducted its own inspection. The landlord was ordered to bring the appearance of the property into compliance with the bylaw by ensuring the items stored outside of the house and under tarps were removed by June 9, 2009. On May 12, 2009 the landlord served the tenant with a *1 Month Notice to End Tenancy for Cause* (the Notice) indicating the reasons for ending the tenancy were that the tenant had engaged in illegal activity that will, or likely will,

- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, and
- jeopardize a lawful right or interest of another occupant or the landlord

The landlord confirmed that the reason for issuing the Notice was in response to the tenant accumulating debris on the property and that the landlord considered breaking a city bylaw to be illegal activity.

The tenant acknowledged that he had accumulated several possessions on the exterior of the property in order to generate income and referred to a flood that caused him to place possessions on the exterior of the house. The tenant claimed that he is working to reduce the amount of possessions stored outside of the house. The tenant stated that he has been working with the city's officers in an attempt to get recyclables taken away and with charities to take donations away.

During the hearing, it was determined that the tenant had not yet paid rent for July 2009 and did not have the means to do so. The tenant proposed a mutual agreement to end the tenancy and the landlord accepted the proposal which I have recorded as follows:



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1. The tenancy shall continue until July 31, 2009 but may be ended sooner by the tenant.
2. The tenant will vacate and leave the rental unit reasonably clean no later than July 31, 2009.
3. The tenant will relinquish his security deposit and accrued interest to the landlord in lieu of rent for July 2009.
4. The landlord accepts the security deposit and interest as full payment of July 2009 rent.

## Analysis

I accept the mutual agreement reached between the parties, as outlined above, and make it my order to be binding both parties. With this decision, the landlord is provided an Order of Possession effective July 31, 2009 to ensure the landlord regains possession of the rental unit for July 31, 2009. To be enforceable, the Order of Possession must be served upon the tenant and may be filed in The Supreme Court of British Columbia to be enforced as an Order of that court.

## Conclusion

By mutual agreement between the parties, the tenancy ends effective July 31, 2009, or sooner at the tenant's option. The landlord is provided an Order of Possession effective July 31, 2009 to serve upon the tenant.

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 03, 2009.

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Dispute Resolution Officer