



# 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 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.

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, and to make submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on June 05, 1995.

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was personally served to the Tenant on December 16, 2009, which declared that the Tenant must vacate the rental unit by January 30, 2010. The reasons stated for the Notice to End Tenancy were that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant.

The Landlord presented evidence to show that the Tenant has been advised of on-going concerns with this tenancy that relate to opening windows in common areas of the residential complex and behaving inappropriately to management and other occupants of the residential complex, none of which has been a problem during the latter portion of this tenancy.

The Landlord presented evidence to show that the Tenant has been advised of on-going concerns regarding debris and clutter in the rental unit that constitutes a fire hazard and that when the rental unit was inspected by a fire inspector on November 18,

2008, the rental unit was deemed to be a fire hazard. The Landlord submitted photographs of the interior of the rental unit that were taken on in October of 2008 that show a large amount of clutter and combustible material in the rental unit. The Vice Chair stated that the fire inspector inspected the rental unit on the morning of January 28, 1010; that the inspector stated that condition of the rental unit had improved since the inspection in 2008; and that the inspector did not determine that the rental unit to be a fire hazard in its current condition. The Vice Chair stated she personally thinks the kitchen in the rental unit is still a fire hazard.

The Tenant stated that he has been slowly cleaning his rental unit since the inspection in November of 2008; that he has been reading many of the documents prior to removing them from his rental unit which has resulted in a delay; and that he is continuing to remove combustible items from his rental unit.

The President stated that on two occasions the Tenant left his hot water running for an extended period of time in November of 2009, which drained the hot water tank for the residential complex. The Manager stated that she spoke with the Tenant, who advised her that he allowed hot water to run over his dishes for extended periods; that she advised him he was using excessive amounts of hot water; and that she is not aware of further problems with excessive use of hot water after she spoke with the Tenant. The Tenant stated that he uses very hot water to wash his dishes; he never allows the hot water to run for longer than ten minutes; and he denies using excessive amounts of hot water.

The Manager stated that she has spoken with occupants of the residential complex who believe that the Tenant is involved in an illegal pyramid scheme; that the RCMP became involved in an incident between the Tenant and another occupant which resulted in the Tenant voluntarily returning \$550.00 to the other occupant; that the Landlord is not aware that criminal charges were laid in result to the alleged pyramid scheme; and that a second occupant informed the Landlord that the Tenant had approached her and told her that she had won money, although that occupant did not act on the information.

The Tenant agrees that he did invest \$550.00 on behalf of an occupant of the complex, who is a long-term friend, but he contends that he did not solicit the investment and that the investment was not illegal.

After considerable discussion the parties agreed to resolve this dispute under the following terms:

- The Landlord will withdraw the Notice to End Tenancy that was served on December 16, 2009
- The tenancy will continue on the understanding that the Landlord will conduct monthly inspections of the rental unit and that the Tenant will comply, in a timely manner, with reasonable directions from the Landlord regarding the safe storage of property in the rental unit
- The tenancy will continue on the understanding that the Tenant will make

reasonable efforts to store personal property in a manner that does not impair access or egress to the rental unit

- The tenancy will continue on the understanding that the Tenant will make reasonable efforts to store personal property in a manner that does not impair movement in the rental unit
- The tenancy will continue on the understanding that the Tenant will make reasonable efforts to store personal property in a manner that does restrict to access to thermostats and appliances in the rental unit
- The Tenant understands that the Landlord will document the conditions of the rental unit and that if his rental unit poses a fire hazard in the future the Landlord has the right to serve the Tenant with another One Month Notice to End Tenancy.

### Conclusion

Based on the mutual agreement reached by the parties, I find that the Notice to End Tenancy that was served on December 16, 2009 is of no force and effect.

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: January 28, 2010.

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Dispute Resolution Officer