



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application for Dispute Resolution filed by the Tenants to cancel a one month Notice to End Tenancy for Cause.

Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenants appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues(s) to be Decided

Are the Tenants entitled to an Order cancelling the one month Notice to End Tenancy?

Background and Evidence

This tenancy started October 1, 2002, on a month to month basis. Monthly rent is \$475.00 and a security deposit in the amount of \$220.00 was paid on September 15, 2002.

The Landlord issued a one month Notice to End Tenancy for Cause to the Tenants on August 20, 2010, by personal service, with a stated effective date of September 30, 2010. The causes included seriously jeopardizing the health and safety or lawful right of another occupant or the landlord, putting the Landlord's property at significant risk and breaching a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Agents for the Landlord supplied documentary evidence, photos and gave affirmed testimony that the Tenants have been issued three written warnings about the state and condition of the rental unit, which created a health and fire hazard to the rental unit, themselves and the 47 other units in the residential property and breached a material term of the tenancy agreement.

Most concerning to the Landlord were the boxes, clothes and clutter pressed against the electric baseboard heaters, creating an extreme fire hazard to the older, wooden residential property. Additionally the testimony and evidence demonstrated that the rental unit was too cluttered to perform an inspection, that boxes, clothing and debris were piled to the ceiling in each room and that there were only 2 square feet of carpeting showing in one bedroom.

The Agents for the Landlord testified they were told on several occasions by the Tenants they were to be moving, but have given no notice.

The Tenants supplied documentary evidence and gave testimony that the boxes stacked up in the rental unit were due to the fact they were moving, for which they had plans since last year. The Tenants stated they found a place in which to move and were to move out by the end of September 2010.

The Tenants stated that the clutter and debris could not be moved due to medical conditions and injuries and did not dispute that the boxes and clutter were pressed against the electric baseboard heaters.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the one month Notice to End Tenancy is valid and it should not be cancelled and therefore **I dismiss the Application of the Tenants.**

During the hearing, the Agents for the Landlord requested an Order of Possession to be effective September 30, 2010, and under Section 55 (1) (a), I find the Landlord is entitled to an Order of Possession, effective **at 1:00 p.m. on September 30, 2010**, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenants' Application for Dispute Resolution is dismissed as the Notice to End Tenancy issued is valid and may be enforced.

The Landlord is granted an Order of Possession effective **at 1:00 p.m. on September 30, 2010.**

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: September 13, 2010.

Dispute Resolution Officer