



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on May 01, 2008. The rental unit is located in an apartment building. On June 23, 2011, the landlord served the tenant with a one-month notice to end tenancy for cause. The reason for the notice was that the tenant had put the landlord's property at significant risk by storing large amounts of personal belongings in a 325 square foot apartment.

Routine inspections were conducted and the tenant was served with warning letters on January 10, 2011, March 31, 2011 and May 09, 2011. The tenant made some attempts to clear some of the items, but his efforts were not adequate. The landlord filed photographs of the unit which support the landlord's testimony. In one of the photographs there is a lit candle which was unattended. The landlord also testified about the tenant being the caregiver for his mother who also resided in the same complex. The tenant had his belongings stored at his mother's residence too.

During the hearing the reasons for the notice were discussed at length. The landlord provided sufficient evidence to support the reason for the notice to end tenancy. However at the request of the advocate for the tenant, the landlord agreed to give the tenant one more chance to comply. The landlord also pointed out that the tenant would have to dispose of his belongings and not transfer them to his mother's unit, which would be at risk if he did so. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to remove all excess items from his unit by September 06, 2011 and restore his unit to a condition that was acceptable by the landlord.
2. The tenant agreed not to transfer any items to the rental unit occupied by his mother.
3. The tenant agreed to make arrangements and allow the landlord to conduct inspections at both his apartment and that of his mother on September 06, 2011.
4. The landlord agreed to allow the tenancy to continue as per the above terms.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to keep his rental unit free of clutter from this date on. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: August 04, 2011.

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Residential Tenancy Branch