



# 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. 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 October 01, 2009. The rental unit is located on a two acre property. The landlord lives in a building that is located adjacent to the rental unit on the same property. The landlord uses the common driveway to access her carport. The tenant has at least eight vehicles parked on the property. Despite several requests, the tenant continues to park vehicles on the driveway which obstruct the landlord's path to her carport. On August 08, 2011, the landlord served the tenant with a one-month notice to end tenancy for cause.

During the hearing the reasons for the notice were discussed at length. 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 on the following terms:

1. The tenant agreed to remove all vehicles from the driveway and allow the landlord full access to her carport.
2. The landlord agreed to allow the tenant to park five vehicles on the property as long as they were parked in the designated spot in an orderly fashion.
3. The tenant agreed to park his vehicles in an orderly fashion.
4. The tenant agreed to pay the landlord \$25.00 per month per vehicle in excess of five vehicles parked on the property. This fee will be effective December 01, 2011.
5. Both parties stated that they understood and agreed to the above terms

The tenant would be wise to refrain from blocking access to the landlord's carport and parking his vehicles in a disorderly fashion. 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: September 14, 2011.

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Residential Tenancy Branch