



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy for cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that during the course of the hearing the Tenant was cautioned to cease his interruptive behavior.

Issue(s) to be Decided

Should the one month Notice to End Tenancy be cancelled?

Background and Evidence

Pursuant to the Rules of Procedure, the Agents for the Landlord began the hearing by providing evidence on the one month Notice to End Tenancy.

The Agents testified that the Tenant resides in a rental unit on the ground floor of a multi unit residential building.

According to their testimony, on February 14, 2012, the Tenant parked his scooter in the hallway, outside the rental unit. The Agents testified that the scooter had blocked access to the fire extinguisher box and the ability to leave the building via the fire exit door.

The Agents further testified that the Tenant has parked his scooter there from Friday night to Sunday, over weekends.

The Agents testified that the Tenant has also left a cart outside the rental unit in an area adjacent to the fire exit.

The Agents testified that the Tenant has been cautioned before about leaving his property in the hallway. They allege the Tenant does not abide by the rules of the Landlord that nothing is to be stored in the hallway, and appears not to care about the rules.

As a result of these actions, on February 14, 2012, the Landlord issued the Tenant a one month Notice to End Tenancy for cause, indicating the Tenant has seriously jeopardized the health or safety or lawful right or interest of another occupant or the Landlord, and that the Tenant put the Landlord's property at significant risk. The effective date of the Notice is stated as March 31, 2012.

The Tenant testified that he had only parked the scooter there this one time and that it was without malicious intent. The Tenant argued that it is hearsay evidence that he has parked there before. He explained he parked the scooter there, intending to move it inside the rental unit, however, he fell asleep and forgot to move it.

The Tenant explained that the entrance to the rental unit is right beside a small open area, which is approximately six by six feet in size. He agreed he had often left his cart there.

The Tenant also made irrelevant comments about the spouse of one of the Agents of the Landlord.

Analysis

During the course of the hearing, the Agent for the Landlord explained they would be willing to withdraw the one month Notice to End Tenancy if the Tenant promised to not leave his scooter or cart, or any other personal property in the hallway of the rental unit. The Tenant agreed to this.

The Tenant is able to still receive a small amount of cans or bottles dropped off at his rental unit, however, the Tenant is strongly cautioned to respect and abide by the rules of the Landlord for the rental unit and building.

The Tenant is also cautioned that any repeat behaviour of parking his scooter or cart in the hallway, or leaving other property in the hallway, will be grounds for his Landlord to again issue a Notice to End Tenancy and end the tenancy in accordance with the Act.

Conclusion

The Landlord and Tenant agreed to resolve this matter with the Tenant agreeing not to contravene the rules about storing property in the hallway of the building. The Landlord agreed to withdraw the Notice to End Tenancy.

The Tenant is strongly cautioned that this is the Landlord's final warning to him to abide by the rules of the Landlord in relation to the rental unit and property. Any subsequent breach of the Act or tenancy agreement may lead to the tenancy ending and the Tenant being evicted from the rental unit.

As the Notice to End tenancy has been withdrawn by the Landlord, I dismiss the Application of the Tenant and find the Notice is of no force or effect.

This decision is final and binding on the parties, except as provided under the Act, and 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: March 08, 2012.

Residential Tenancy Branch