



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause and to dispute an additional rent increase.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and the submitted evidence, I am satisfied that both parties have been properly served.

It was clarified with the Tenant that the request to dispute an additional rent increase has been withdrawn.

The Landlord indicated during the course of the hearing that he wished for the Tenancy to come to an end and for the Tenants to move-out. As such, I am satisfied that the Landlord has complied with the notice and wishes to obtain an order of possession.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy issued for cause?
Is the Landlord entitled to an order of possession?

Background, Evidence and Analysis

This Tenancy began on March 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$675.00 payable on the 1st of each month and a security deposit of \$337.50 and a pet damage deposit of \$50.00 was paid.

The Landlord states that the Tenant was served with a 1 month notice to end tenancy issued for cause dated December 2, 2012 by placing it in the Tenant's mailbox. The Tenant has confirmed that he received the notice on December 2, 2012 in this manner. I accept based upon the undisputed testimony of both parties that the Tenant was

properly served with the 1 month notice to end tenancy dated December 2, 2012. Both parties have confirmed that the effective date of the notice is January 31, 2013 and that the reason for cause is, "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." The Landlord states that the Tenancy Agreement Addendum dated February 24, 2012 was signed by both parties. The Landlord makes reference to section 7 and a hand written notation, "No recycling to be brought into the building." The Tenant has acknowledged in his direct testimony that he did sign this agreement. The Landlord states that in August of 2012 a notice to end tenancy was issued to the Tenant for storing his recycling in the building and around the various access doors. Both parties agreed that the Landlord rescinded this notice after the Landlord warned the Tenant that this behaviour would not be tolerated again.

I find based upon the undisputed testimony of both parties that the Landlord has established his reason for cause in issuing the notice to end tenancy. The Tenant's application to cancel the notice is dismissed.

As the Landlord has made a request to end the Tenancy, I grant the Landlord an order of possession to confirm the effective date of the notice on January 31, 2013.

Conclusion

The Tenant's application is dismissed without leave to reapply.
The Landlord is granted an order of possession for January 31, 2013.

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 14, 2013

Residential Tenancy Branch

