



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Belmont Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC ERP RP LRE LAT RR

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause, as well as for repairs, emergency repairs, a reduction in rent, an order suspending the landlord's right to enter the rental unit and an order authorizing the tenant to change the locks. The tenant, an advocate for the tenant and an agent for the landlord participated in the teleconference hearing.

During the hearing the tenant confirmed that no emergency repairs were required. I therefore dismissed that portion of the tenant's application.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The landlord stated that they had filed their own application and sent their evidence and application to the tenant by registered mail. The tenant stated that she had not received any evidence or an application from the landlord. The landlord was unable to provide the file number for their application. I therefore proceeded with the hearing based on the tenant's application and evidence only, as that was all I had before me.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began in February 2010. The rental unit is an apartment in a multi-unit building.

On March 11, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the tenant was putting the landlord's property at significant risk.

The landlord stated that there have been problems since the tenant moved in. The tenant moved in a lot of stuff and a lot of furniture, which filled the rental unit and two storage spaces "from bottom to top." The landlord stated that they had given the tenant several notices to clean up her unit. The landlord stated that on March 2, 2015 the landlord entered the rental unit with a technician, to follow up on the tenant's complaint about her fridge. At that time, it came to the landlord's attention that the tenant's belongings were blocking the heaters and also posed a potential problem attracting mice or bed bugs. The landlord therefore issued the notice to end tenancy.

The tenant responded that the landlord submitted no evidence to support the notice, and the landlord seems to have a personal vendetta against the tenant. The tenant submitted photographs showing that she does not have too many personal belongings or too much clutter in her unit, and the heaters are not blocked.

Analysis

The notice to end tenancy for cause dated March 11, 2015 is not valid. The landlord failed to provide sufficient evidence to establish, on a balance of probabilities, that the tenant is putting the landlord's property at significant risk. The tenant's photographs appear to establish that at the time the photographs were taken, the condition of the rental unit did not pose a health or safety hazard. I therefore cancel the notice to end tenancy.

Conclusion

The notice to end tenancy dated March 11, 2015 is cancelled. The tenancy will continue until such time as it ends in accordance with the Act.

I dismiss with leave to reapply the portions of the tenant's application regarding repairs, a reduction in rent, an order suspending the landlord's right to enter the rental unit and an order authorizing the tenant to change the locks.

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: April 21, 2015

Residential Tenancy Branch

