



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated November 24, 2015.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on November 26, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on December 8, 2015 by mailing, by registered mail to where the landlord carries on business. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated November 24, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on April 1, 1999. The present rent is \$970 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$337.50 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Tenant or a person permitted on the property by the tenant has:
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Analysis:

The landlord produced a number of photographs that indicate the rental unit is extremely cluttered and dirty. The tenant acknowledged there were deficiencies with the rental unit although he disputed that it amounted to seriously jeopardizing the health or safety of the landlord. The tenant represented that he could bring the rental unit into a reasonable condition by the end of February. He testified that he did not make as much progress as he wanted as he had some bad luck and has suffered from ill health.

The landlord stated she was prepared to give the tenant a second chance but that it is imperative that he maintain and keep his rental unit so that it meets health, sanitary and safety standards at all times.

In the circumstances given the length of the tenancy, the representations of the tenant and the willingness of the landlord to give the tenant a second chance I determined that it was appropriate to order that the Notice to End Tenancy be cancelled on a without prejudice basis. The tenant is put on notice that there are cleanliness issues that must be dealt with. If the rental unit is not brought to an appropriate condition the landlord has the right to serve a new Notice to End Tenancy on the same grounds.

Determination and Orders:

As a result I ordered that the Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I dismissed the tenant's application to recover the cost of the filing fee as I determined the tenant has brought this on himself.

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 29, 2016

Residential Tenancy Branch

