



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 419360 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC, FF

### Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for cause, and requesting recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for a breach of a material term of a tenancy agreement.

### Background and Evidence

The Landlord testified that on October 25, 2015 she gave the tenant written notice that she was breaching a material term of the tenancy agreement and gave her three days to rectify that breach.

The landlord also testified that on October 30 the tenant was served with a Notice to End Tenancy for cause giving the following reason:

- 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 stated that the tenant had more vehicles than allowed on the site, and that there was a large amount of items stored in the yard of the rental property, restricting access in case of any water or sewer problems.

### Analysis

It is my finding that the landlord did not have reasonable grounds to end the tenancy five days after giving a breach letter.

The landlord does have the right to end the tenancy if the tenant is breaching a material term of the tenancy agreement, however the landlord can only do so after giving the tenant written notice to correct the breach and allowing a reasonable time for the tenant to rectify the situation.

In this case it is my finding that giving a breach letter on October 25 requiring that the problems be rectified by October 28 is not giving a reasonable amount of time, especially since the landlord herself has testified that there were a large number of items on the property that would have to be removed.

It is my decision therefore that I hereby cancel the Notice to End Tenancy and I Order that the landlord bear the \$50.00 cost of the filing fee.

### Conclusion

The Notice to End Tenancy dated October 30, 2015 is hereby canceled and this tenancy continues.

I have issued a Monetary Order in the amount of \$50.00.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 27, 2016

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Residential Tenancy Branch

