



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DELANEY PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FF

Introduction

On January 8, 2017, the Tenant submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice to End Tenancy for Cause dated December 30, 2016 (the 1 Month Notice).

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, 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.

Issues to be Decided

- Does the Landlord have cause to end the tenancy?
- Should the 1 Month Notice be cancelled?

Background and Evidence

Both parties testified that the tenancy commenced on August 15, 2016, as a month to month tenancy. Rent in the amount of \$900.00 is due on the first day of each month. The Tenant paid the Landlord a security deposit of \$450.00.

The Landlord testified that he was concerned about the upkeep of the rental property and an infestation of mice, so he issued the Tenant a letter to clean up the property or move out.

The Landlord served the Tenant a 1 Month Notice To End Tenancy For Cause dated December 30, 2016, by handing it to him on December 30, 2016.

The Notice states the reason for ending the tenancy is:

Tenant or a person permitted on the property by the Tenant has:

- Put the Landlord's property at significant risk

The Landlord submitted that the Tenant, and another occupant who lives in the upper unit under a separate tenancy agreement, do not maintain good farming practices.

The Landlord testified that there are concerns with recycling, the location of animal structures, food, an improper watering system and with animals being kept inside the rental unit.

The Landlord testified that the Tenant is partially responsible for the condition of the property, but he could not clearly identify how the Tenant contributed to the problem.

The Tenant testified that he has taken steps to clean up his recycling and he has removed a rabbit and guinea pig from his unit. The Tenant stated that he has done everything the Landlord has asked and that any remaining issues are attributable to the occupant who lives in the upper rental unit.

The Landlord testified that he accepts that he does not have enough evidence to end the tenancy for the lower Tenant. The Landlord rescinded the 1 Month Notice to End Tenancy for Cause dated December 30, 2016.

Analysis

I find that the Landlord has not provided sufficient evidence to support the reason for ending the tenancy and has rescinded the 1 Month Notice.

I order the tenancy to continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to pay the Tenant the \$100.00 fee that the Tenant paid to make application for dispute resolution. I order that the Tenant can withhold \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated December 30, 2016, is cancelled.

The tenancy will continue until ended in accordance with the Act.

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: February 02, 2017

Residential Tenancy Branch