



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause, for an order directing the landlord to comply with the *Act*, and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant was accompanied by his agents and the landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy?

Background and Evidence

The parties agreed that the landlord had verbally notified the tenant about the unsightly items that littered his yard, the front of the garage and the side of the house. The landlord stated that she gave the tenant multiple verbal warnings and a written warning on August 07, 2019.

The tenant denied having received a written notice dated August 07, 2019 that informed the tenant that he had to clean up the yard as the items stored there posed a health hazard to himself and the other occupants of the complex.

The landlord also informed the tenant the items stored in the yard attracted rodents. On September 25, 2019, the landlord served the tenant with a one month notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenant agreed to clean up the rental property and dispose of all items that were stored in the yard and around the house.
2. The tenant agreed to allow the landlord to conduct an inspection on November 12, 2019 at 2:00pm, to take photographs and create a report.
3. The parties will attend a hearing on November 15, 2019 to address the landlord's application for an order of possession. The parties will both file photographs of the condition of the property as taken on November 12, 2019 for consideration by the Arbitrator.
4. The tenant stated that he understood that if the property was not cleaned up to a reasonable standard, the landlord could be granted an order of possession.
5. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

The tenant would be wise to ensure that the yard and the areas in front of the garage and surrounding the house are fully cleared and maintained in a clean condition. I find it timely to put the tenant on notice that, if he does not comply with the terms of this agreement the evidence from the inspection on November 12, 2019 would form part of the landlord's case on November 15, 2019.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the tenant an opportunity to clean the rental property by November 12, 2019.

The notice to end tenancy will be dealt with during the hearing on November 15, 2019.

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: November 07, 2019

Residential Tenancy Branch