



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

This dispute relates to the Tenant's February 9, 2023 Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice)
- reimbursement of the filing fee

### Issue(s) to be Decided

Does the 1 Month Notice end the tenancy?  
Is the Tenant entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a barn and garage located on a residential property. According to the Landlord, the tenancy started on October 1, 2022, with an agreement of \$1,200 monthly rent to be paid on the first day of each month. Prior to October 2022, the Tenant was subleasing the rental unit from the previous tenant. The Tenant reports occupancy and tenancy since August 2021, and with the current Landlord since October 2022.

The 1 Month Notice to End Tenancy for Cause is dated January 27, 2023, with a move out date of March 15, 2023. The 1 Month Notice provides the proper address, effective date and grounds for ending the tenancy. The 1 Month Notice is not signed by the Landlord, however, the Tenant acknowledged receiving the notice and knew it was from the Landlord. I amend the 1 Month Notice as per section 63(3)(c) and proceed in dealing with this dispute.

The Landlord alleges there are over 20 abandoned vehicles parked all over the yard, which have been on-site since the start of the tenancy. On November 4, 2022, the Landlord communicated with the Tenant via text messaging, asking the Tenant to clean

up the yard by removing vehicles. Thereafter, the Landlord reports multiple verbal conversations about this matter, from November 2022 to January 2023.

The Landlord served the 1 Month Notice stating the Tenant put the Landlord's property at significant risk by surpassing the number of vehicles allowed on the property which may have caused contamination to the soil and concrete.

The Landlord reports a site visit from a member of Envision Environmental Consulting Ltd., resulting in a recommendation to remove vehicles from the property as there could be a negative impact on the soil in the long term, thus possible impact on future development on the property. The Landlord did not provide a written report or documentation from the consulting company.

The Tenant admits having approximately 20 vehicles on the property since he moved there in August 2021. According to the Tenant, the vehicles only became problematic in October 2022, once the original tenant moved out and the Tenant started dealing with the rental management company.

### Analysis

Does the 1 Month Notice end the tenancy?

The onus is on the Landlord to prove that the 1 Month Notice is valid. The Landlord provided testimony of what may or could occur based on conversations with a member of an environmental consulting company. The Landlord provided no further evidence to substantiate the 1 Month Notice.

I find the Landlord has not provided sufficient evidence to support a reason to issue the 1 Month Notice for Cause for putting the Landlord's property at significant risk. I order that the 1 Month Notice is cancelled.

Is the Tenant entitled to recover the filing fee?

As the Tenant was successful with their application, the Tenant is entitled to recover their \$100 filing fee.

Conclusion

The 1 Month Notice is cancelled and the tenancy continues.

To recover the filing fee, I order the Tenant to reduce future rent payment by \$100.

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: June 05, 2023

---

Residential Tenancy Branch