

DECISION

Dispute Codes: CNC and MNDC

Introduction

By application of November 3, 2009, the tenant sought to have set aside a Notice to End Tenancy for cause served on October 30, 2009. The tenant also sought a Monetary Order for the loss of a bicycle lock, chain and trailer.

As a matter of note, the landlord joined the hearing 10 minutes after the scheduled start and the tenant joined 20 minutes after.

Issues to be Decided

This matter requires a decision on whether the Notices to End Tenancy should be upheld or set aside, and whether the tenant is entitled to compensation for the lost bicycle items.

Background and Evidence

Neither party was able to state when the tenancy began or how much the security deposit was or when it was paid. Rent is \$358 per month. In addition, neither party submitted a copy of the Notice to End or supporting documents into evidence.

The landlord gave evidence that the tenant's actions had been cause for concern for approximately two years. She said he had been issued with numerous verbal and written warnings, but she was not aware that she was required to submit written warnings into evidence. In addition, the landlord stated that some of the interactions with the tenant had been with other officers of the landlord organization and she did not have direct knowledge of them.

The landlord is particularly concerned with the tenant's hoarding and consequent congestion in the rental unit creating both fire safety and pest control concerns. In addition, the tenant did not heed instructions to re-install the smoke detector after he took it down to change the batteries.

The tenant said he had tried but was unable to put the smoke detector back in place and that his request for assistance had not been answered. The tenant stated that he wished to comply with the landlord's direction to clean up the rental unit, but that a friend with a truck had rescheduled.

As to the tenant's claim for compensation for missing bicycle accessories, the landlord gave evidence that the landlord had nothing to do with the missing items, and that the tenant had repeatedly been warned not to leave them where he had, and they had probably been stolen.

Analysis

Given that I do not have a copy of the Notice to End Tenancy or any of the supporting warning letters or oral submissions from the landlord's officials who have direct knowledge of the circumstances, I cannot uphold the Notice to End Tenancy.

However, the tenant was cautioned that the Notice was set aside was largely due to the landlord's unfamiliarity with the hearing process. He was advised that if an imminent inspection of the rental unit finds it as congested as described and if the smoke alarm has not been restored, there is a very strong possibility that a new Notice to End Tenancy would succeed and he would be forced to move.

The tenant gave his assurance that he would comply with the landlord's direction to clean up the rental unit, re-install the smoke alarm and other such matters in short order.

Conclusion

The Notice to End Tenancy of October 30, 2009 is set aside and the tenancy continues.