



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, RP

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and for an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord negligent with regard to repairs?

Background and Evidence

The tenancy began approximately 15 years ago. The monthly rent is \$387.50 payable on the first of each month.

On November 28, 2013, the landlord served the tenant with a one month notice to end tenancy for cause. The notice was served for the following reasons;

1. Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - put the landlord's property at significant risk
2. Tenant has engaged in illegal activity that has or is likely to:
 - damage the landlord's property
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
 - Jeopardize a lawful right or interest of another occupant or the landlord.

The landlord stated that the tenant's rental unit is cluttered to the extent that it is difficult to open the main door. The clutter reaches approximately five feet up the walls. The landlord has made a few attempts to carry out repairs, but was unsuccessful due to the presence of extensive amounts of the tenant's possessions.

The landlord stated that it is impossible to both maintain the rental unit and carry out pest control treatments.

The landlord stated that she has given the tenant several verbal warnings. The only written warning was a notice to the tenant to cease creating noise disturbances at night. The landlord filed photographs of the rental unit that support her testimony of the extreme clutter inside the rental unit.

The tenant stated that officials from other agencies like the municipality, the fire department and the financial assistance office visited her on January 09, 2014 and informed her that the clutter was a hazard and put her on notice to have it removed. The tenant stated that since then she has rented storage space and has moved a lot of her items to storage.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged.

Based on the testimony of both parties, I find that the rental unit is cluttered but the landlord did not notify the tenant by providing her with warning letters. The tenant testified that she was not sure about the reasons for the notice to end tenancy because it does not mention the clutter inside the rental unit. The single warning letter refers to noise disturbances.

Since I find that the tenant was not put on formal notice, she was not aware of the consequences of keeping the rental unit in the state she currently keeps it in. I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy dated November 28, 2013. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from creating noise disturbances and take steps to maintain her rental unit in a clutter free state. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: January 30, 2014

Residential Tenancy Branch

