



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The landlord testified that he purchased the rental property in December 2016 and the tenant was already in occupation of the rental unit. On June 08, 2017 the landlord inspected the unit and found it to be extremely cluttered to the point that the clutter posed health, safety and fire threats. The landlord took photographs and gave the tenant a verbal warning to clean up.

On June 17, 2017, the landlord served the tenant with a written warning letter regarding cleaning up the rental unit and even offered to help the tenant transport unwanted items to the dump. The tenant refused the offer stating that the items were of value.

On June 25, 2017 the landlord visited the rental unit and found that the unit was in the same cluttered condition. The landlord took photographs and filed them into evidence. On June 30, 2017, the landlord served the tenant with the notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The tenant testified that on July 05, 2017, he rented a storage unit and has put most of his belongings in storage. During the hearing the reasons for the notice were discussed at length. The 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 resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The tenant has already paid rent for August 2017 and therefore the landlord agreed to let the tenancy continue to the end of August on the following terms:

1. The tenant agreed to clean up all the clutter in the rental unit immediately.
2. The tenant agreed to allow the landlord to inspect the unit on August 19, 2017 at 12:30 hours.
3. The tenant stated that he understood that depending on the condition of the unit on August 19, 2017, his tenancy would either continue or he would receive another notice to end tenancy.
4. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to remove all clutter and keep the unit clean and tidy. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement 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 as per the above terms.

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: August 10, 2017

---

Residential Tenancy Branch