



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On September 21, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking to cancel a 1 Month Notice to End Tenancy dated September 10, 2018 (“the 1 Month Notice”).

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

### Background and Evidence

Both parties testified that the tenancy began on May 6, 2013, and is currently on a month to month basis. Rent in the amount of \$915.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$405.00. The parties disagreed on whether or not the Tenant paid a pet damage deposit.

The Landlord testified that there are continual issues with the Tenant leaving garbage in the stairwell. The Landlord also testified that the Tenant parks in the wrong spot. The Landlord testified that the Landlord receives complaints.

The Landlord testified that the Tenant has received verbal and written warning letters from three different managers. The Landlord testified that the Tenant does not follow the rules so the Landlord made the decision to issue a 1 Month Notice to End tenancy For Cause.

The Landlord provided a copy reports from April 2016, and January 2017, regarding use of the building dumpster and removal of metal furniture in a hallway. The Landlord also provided a complaint against the Tenant regarding parking spots.

The Landlord testified that she posted the 1 Month Notice on the Tenant's door on September 13, 2018. The reason for ending the tenancy within the 1 Month Notice is:

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.*

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 1 Month Notice within the required timeframe.

The Landlord testified that some items were left in the hallway and under some stairs located on the rental property. She testified that she phoned the Tenant and he informed her that he had moved the items in the hallway and that the items under the stairs did not belong to him. The Landlord testified that the Tenant said he would move the items under the stairs, and the items under the stairs were gone the next day.

The Landlord initially testified that they issued a caution breach letter but later testified that it appears they just issued the 1 Month Notice rather than issue a caution/ breach letter.

The Tenant testified that the garbage in the hallway that the Landlord referred to is sitting within a mobile wagon. The Tenant testified that the garbage was only there for a couple of hours as he had it moved by 4:00 pm.

The Tenant testified that the items under the stairs that the Landlord referred to do not belong to him. He testified the items belong to Ms. L.B.

The Tenant testified that after a previous warning he received about items in the stairwell he has not left items there since.

### Analysis

The Landlord's Notice states that there was a breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy. Based on the evidence and testimony before me, I find that the Landlord did not provide the Tenant with a recent written caution or breach letter pointing out the problem and providing a reasonable amount of time to remedy the issue prior to issuing the 1 Month Notice.

The Landlord made no reference to the whether or not the tenancy agreement contained a specific material term regarding placement or storage of items on the rental property. I find that the tenancy agreement provided by the Landlord does contain a standard term regarding waste management.

I find that there is insufficient evidence from the Landlord to establish that the Tenant is responsible for the items recently left under the stairs.

I find that the Tenant immediately removed the items located on his wagon in the hallway. I find that the Tenant removed the items that he was responsible for within a reasonable time.

I find that there is insufficient evidence from the Landlord to establish that the parking complaints related to the Tenant amounts to a breach of a material term of the tenancy.

I find that the Landlord has not provided sufficient evidence to support that there was a breach of a material term of the tenancy that was not corrected within a reasonable time after written Notice to do so; therefore, I cancel the 1 Month Notice to End Tenancy for Cause, dated September 10, 2018.

I order the tenancy to continue until ended in accordance with the Act.

The Tenant is cautioned that he is expected to comply with the standard term regarding waste management contained within the tenancy agreement.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful with his application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. The Tenant may deduct the amount of \$100.00 from one (1) future rent payment.

### Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated September 10, 2018 is cancelled.

The tenancy will continue until ended in accordance with the Act.

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 02, 2018

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Residential Tenancy Branch