



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order pursuant to sections 47 and 72 of the *Residential Tenancy Act*. The tenant applied to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on September 01, 2018. The monthly rent is \$1,226.00 payable on the first of each month. The rental unit is located in the basement of the rental home. The upstairs suite is rented out separately.

On September 01, 2020, the landlord served the tenants with a one-month notice to end tenancy for cause. The tenants disputed the notice in a timely manner. The reason for the notice is that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord cited two reasons for the notice to end tenancy.

1. The placement of the garbage bins
2. Parking the tenant's truck in a spot that hinders the upstairs tenant

The placement of the bins was discussed. The tenant preferred to place the bins on either side of the garage door instead of on the side of the house as the landlord wanted. The tenant stated that placing the bins on the side of the house, caused the odour of the bins to enter their bedroom in summer. The landlord stated that placing the bins in front of the garage was unsightly. In the end both parties agreed to placing the bins inside the garage.

The landlord stated that by parking his truck in the driveway, the tenant does not leave sufficient room for the upstairs tenant to open his car door. The tenant agreed to move his truck to the side to allow the upstairs tenant space to open his car door easily.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Based on all the testimony of both parties and the documents filed into evidence, I find that the parties have resolved their dispute by agreeing to make the required changes to the placement of the garbage bins and the parking of the truck. I further find that, I am not satisfied that the actions of the tenants justify bringing this tenancy to an end. Accordingly, I allow the tenants' application and set aside the landlord's notice to end tenancy dated September 01, 2020.

As a result, the tenancy shall continue in accordance with its original terms. Since the tenants are successful in their application, I award the tenants the filing fee.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.  
The tenants may make a onetime deduction of \$100.00 from a future rent.

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, 2020

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Residential Tenancy Branch