

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy issued to her for alleged cause, by the Landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Notice to End Tenancy valid, or should it be cancelled?

Background and Evidence

This tenancy began approximately two years ago. There was a different landlord at the outset of the tenancy.

The current Landlord did an inspection of the rental unit and found that the Tenant's son was now living with her. Of more concern to the Landlord, was the used intravenous needles and debris strewn around the rental unit and apparently on the grounds of the property.

The Landlord issued the Tenant a Notice to End Tenancy for cause, alleging the Tenant had significantly interfered with or unreasonably disturbed the Landlord or another occupant, has seriously jeopardized the health or safety of the Landlord or another occupant, put the Landlord's property at significant risk, has damaged the Landlord's property and has assigned or sublet the rental unit without the Landlord's written permission to do so.

Following the issuance of the one month Notice to End Tenancy, the Landlord has also served the Tenant with a 10 day Notice to End Tenancy for unpaid rent for October of 2009.

The Tenant claims the rental unit was in a mess when she moved in, some two years ago, and the Landlord has failed to clean it up. She claims there is black mould in the unit, as well as rats.

The Tenant testified she is a diabetic and that is what the needles are used for. She claims the Landlord had removed used needles from the rental unit and placed them outside, so he could take photographs of the needles. She further testified that the rent is paid automatically each month, and therefore she did not miss a rent payment for October of 2009.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find the Tenant's Application for Dispute Resolution must be dismissed.

I find that the Tenant has failed to dispose of the intravenous needles safely and failed to maintain the unit in a reasonable state of cleanliness and repair. These actions seriously jeopardize the health or safety and lawful right or interest of the Landlord. I find the one month Notice to End Tenancy is valid and enforceable.

As I have found the Tenant's Application for Dispute Resolution must be dismissed on this cause, it is not necessary to address the other causes in the Notice to End Tenancy issued by the Landlord, nor the 10 day Notice to End Tenancy for unpaid rent.

Upon my dismissal of the Tenant's Application for Dispute Resolution, the Landlord orally requested an Order of Possession for the rental unit. Pursuant to section 55 of the Act, I must grant that request.

I grant and issue an Order of Possession effective at **1:00 p.m. October 31, 2009.**

This order may be enforced in the Supreme Court of British Columbia.

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: October 29, 2009.

Dispute Resolution Officer