



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing dealt with the tenant's request to cancel a Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

In addition to seeking cancellation of a Notice to End Tenancy, the tenant also requested monetary compensation from the landlord for damaged property. For disputes to be combined on an application and be dealt with together at a hearing they must be related. I have determined the matters are not related and I will not deal with the tenant's request for monetary compensation. The tenant remains at liberty to make another application with respect to monetary compensation from the landlord.

Issue(s) to be Decided

1. Should the Notice to End Tenancy be upheld or cancelled?
2. If the Notice is upheld what is the effective date?

Background and Evidence

The rental unit is a single occupancy room and the tenant pays rent of \$375.00 per month. On March 1 or 3, 2011 the tenant was personally served with a 1 Month Notice to End Tenancy for Cause (the Notice). The tenant disputed the Notice within the time limits imposed by the Act. The Notice indicates an effective date of March 31, 2011 and indicates several reasons for ending the tenancy. The reasons indicated on the Notice are:

- 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
- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property
- Tenant has caused extraordinary damage to the unit/site or property/park

The landlord testified that the tenant's room is so cluttered with electronics and garbage that it is a fire hazard. The landlord stated that the unit is so full of possessions the landlord cannot enter beyond one foot into the room and cannot make repairs. The landlord indicated that the room has been inspected by the city and the fire department. The landlord has given the tenant several warnings over the past several months to clean up the room but nothing changes.

The tenant acknowledged that the rental unit is very cluttered and that he has been warned by the landlord to clean up the room. The tenant acknowledged that one cannot get to the sink because of the amount of possessions in the way and explained that he does not use the sink because it does not work. The tenant explained that the unit is so full of possessions that when he tries to organize his possessions the piles fall over which frustrates the tenant and leads to the tenant throwing the items around and leave the rental unit.

The tenant stated he has sought the landlord's permission to use the hallway to organize his possessions but the landlord will not permit this. The tenant appeared unwilling to dispose of his possessions as he does not want to be wasteful. The tenant explained that his unit was broken into approximately one year ago which caused the contents of all of his containers to be dumped upside down and that the tenant has been trying to re-organize his possessions.

During the hearing, the tenant's demeanour changed drastically and the tenant began using profanity towards the landlord. The tenant also told the landlord to stay out of his room.

The landlord verbally requested an Order of Possession.

Analysis

Where a landlord issues a Notice to End Tenancy for Cause, the landlord has the burden to establish that the tenancy should end for the reason(s) indicated on the Notice. In this case, the landlord indicated several reasons on the Notice; however, the

landlord does not need to establish all of the reasons apply in order to end this tenancy. Rather, it is sufficient to establish one or more of the reasons apply.

I do not find sufficient evidence that the tenant has acted illegally or that the tenant has caused extraordinary damage to the residential property and I have not considered those reasons further. However, I am satisfied that the landlord has established that the tenancy should end for the following reasons.

The Act requires that both landlords and tenants repair and maintain a rental unit. The tenant has the responsibility to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. The Act also requires that a tenant must repair damage they may cause through their actions or neglect.

Upon hearing from both parties, I am satisfied that the tenant's actions have impeded the landlord's ability to repair and maintain the rental unit which puts the landlord's property at risk and the tenant has jeopardized the health and safety of other occupants by creating a fire hazard. I am also satisfied that the landlord has warned the tenant to clean up the room and that the tenant has failed to take sufficient action to do so. Although the tenant claims he has tried cleaning up the room, the issue for me is whether the tenant has actually been able to clean the room to a reasonable condition. I find that the tenant has not been able to achieve this minimum standard imposed upon him by the Act.

After hearing from the tenant I am not satisfied that giving the tenant more time to clean the unit would result in significant improvement as the tenant has been living in this situation for approximately one year by his own admission and he has received several warnings from the landlord which have not resulted in any improvement.

In light of the above, I find the landlord has established sufficient grounds to end the tenancy for cause.

I find that the effective date indicated on the Notice does not comply with the Act and it automatically changes to read April 30, 2011 pursuant to section 53 of the Act. **The tenant must vacate the rental unit by April 30, 2011** and the landlord is provided an Order of Possession, as requested by the landlord, pursuant to section 55 of the Act. The Order of Possession must be served upon the tenant and may be enforced in The Supreme Court of British Columbia.

Conclusion

The tenancy shall end and the tenant must vacate the rental unit by April 30, 2011. The landlord is provided with an Order of Possession effective April 30, 2011.

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: March 31, 2011.

Residential Tenancy Branch