



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 588848 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to cancel a Notice to End Tenancy that was given for cause.

Background and Evidence

The landlords testified that:

- They believe the tenant suite poses both a health hazard, and a fire hazard as it is extremely cluttered and filthy.
- The hallway to the rental unit was impassable because of a large cabinet that was in the hallway which also blocked access out of the master bedroom.
- There was an open closet door and extreme odor coming from a litter box.
- They could not even get into the second bedroom as it was completely filled with boxes and other items.
- There was a strong odor in the bathroom originating from cat litter again.
- They were unable to get into the master bedroom to do an inspection.

- In the dining room there were a lot of boxes and furniture and no space to sit down
- The kitchen countertops are covered in all sorts of stuff including numerous dirty dishes that smelled quite bad.
- The living room was very messy with stuff all over the place, and the tenant indicated that the Python is in one of them however it was not secured.
- When they left the suite he found that he had cat feces on his shoes which ended up being traipsed down the hall. They therefore also had to have the hallway clean.
- They believe that the tenant is a hoarder, and due to these unhealthy and unsafe conditions this tenancy should be ended.
- They have never given the tenant any warning letters requesting that she cleanup the rental unit, however that's because they've just taken over ownership of the building and have not had time to do so.

The tenant testified that:

- She disputes that her rental unit is either a health hazard, or a fire hazard.
- The only reason her hallway was blocked is she had obtained some new furniture, and therefore she had temporarily put a cabinet in the hallway. That cabinet has now been moved back into the bedroom.
- She disputes the landlords claim that he had cat feces on his shoes, as her cats always use the Litter and never defecated on the floor.
- The unit may have been a little messy when they landlords came to view it, however she has since cleaned it up significantly.
- The unit was never a health or safety hazard, and in fact she has had the SPCA in and they did not find any health hazard for her cats or her snake.
- She does not believe the landlords have grounds to end this tenancy and is asking that the Notice to End Tenancy be canceled.

Analysis

It's my finding that the landlords have not met the burden of proving that the rental unit poses any health or safety hazard.

The landlords based their claims on their own opinion, and the opinion of the former manager, however they have provided no independent professional opinions, such as health inspectors or fire inspectors, as to whether or not this rental unit poses either a safety or health hazard.

In the absence of any such professional independent evidence, it's my decision that the landlord's evidence is insufficient for me to uphold their Notice to End Tenancy.

Conclusion

The Notice to End Tenancy dated August 31, 2013 is hereby canceled and this tenancy continues.

I have issued a monetary order in the amount of \$50.00 for recovery of the tenants filing fee.

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 21, 2013

Residential Tenancy Branch

