



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, O

Introduction

This is an application filed by the tenant to cancel a notice to end tenancy issued for cause, an order for the landlord to comply with the Act, Regulation or Tenancy Agreement, to suspend or set conditions on the landlord's right to enter the rental unit and to have the landlord change the locks to the rental unit.

Both parties attended the hearing by conference call and gave testimony. The tenant made a solemn oath on the bible and the landlord's agents all affirmed their testimony. As such, I am satisfied that as both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence.

During the hearing the tenant made a request to adjourn the hearing or a witness who was her daughter as she was not available. The tenant could not provide any specific details other than that the tenant's daughter was a witness to several events during the tenancy. The tenant stated that she wished to have her witness address several points of evidence that the landlord has provided for the hearing. The landlord objected to the adjournment. The tenant's adjournment was denied as the tenant could not provide any specifics of what evidence her witness could provide that would aid in her dispute. The tenant confirmed that she was aware of the landlord's evidence, but did nothing to prepare for the hearing by obtaining a witness statement when she knew her witness would not be available. The hearing proceeded.

At the beginning of the hearing, the landlord made an oral request for an order of possession to end the tenancy.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

Is the landlord entitled to an order of possession?

Is the tenant entitled to an order for the landlord to change the locks?

Background and Evidence

This tenancy began on April 1, 1996 and continued on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated December 18, 2012. The monthly rent was \$325.00 set by BCHMC. A security deposit of \$260.00 was paid.

Both parties confirmed that a 1 month notice to end tenancy issued for unpaid rent dated April 30, 2014 was served upon the tenant by posting it to the rental unit door on the same date. The notice displays an effective end of tenancy date of June 1, 2014 with reasons for cause selected.

-Tenant or a person permitted on the property by the tenant has:

Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

Put the landlord's property at significant risk.

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

The landlord states that the tenant breached the terms of the tenancy agreement and failed to maintain the cleanliness of the rental unit breaching section 11(b) of the tenancy agreement. Section 11 (b) states, "Tenant's Duties, The tenant will take good care of the premises and any appliances, blinds or other things that the landlord provides as part of this tenancy. The tenant will repair or pay for the repair to appliances, fixtures or the building itself if the tenant or the tenant's guests cause the damage. The tenant, if not able to maintain the premises in a reasonable state of cleanliness or repair, will arrange for assistance so as to maintain the premises in a reasonable state. The tenant will tell the landlord as soon as possible if there are any problems with the building, appliances or fixtures. The tenant will leave the premises in good repair and clean condition before moving out." The landlord states that the tenant has failed to do so and has provided photographs of the condition of tenancy as supporting evidence in two sets of photographs from two different periods of time during the tenancy. The landlord states that in March of 2014 an inspection of the rental unit was performed to that caused the landlord concerns. These are documented in the submitted photographs. The landlord notified that tenant of these issues that needed to be addressed and to resolve them as soon as possible. The tenant's rental unit was re-inspected in April of 2014 with no noticeable changes in the condition. The tenant admits that there is an issue over the cleanliness of the rental unit, but states that she is

making all possible efforts to resolve the situation. The landlord stated that the tenant was offered assistance in a letter from resources that would help in de-cluttering the rental unit. The tenant disputes this stating that she contacted the resources and was told that there was a cost associated and the tenant states that she was unable to pay these costs. The landlord clarified that the letter notified the tenant to contact the landlord and the landlord stated that it was their intention to cover those costs to assist the tenant. The landlord states that the tenant was admitted into the Clean Start program twice and was discharged from this program twice for lack of effort to resolve the issues. The tenant stated that she has attempted to sort through boxes and has taken 1 bag to storage via her mobility cart on one occasion since the notice was served. The landlord states that the tenant has refused home support and to participate in the clean start program. Monthly inspections by the landlord have revealed no meaningful progress by the tenant. The landlord states that the tenant was originally referred to the hoarding team in December 2013 on the first attempt. The landlord states that they have made multiple attempts to assist the tenant, but state that without the tenant's own efforts, completion of the program is not possible.

The tenant has alleged that statement provided by the landlord are false and that she was compliant with the landlord's requests to adhere to the terms of the tenancy agreement.

On the issue of the tenant's request to change the locks to the rental unit as she is not aware of when the locks were last changed. The landlord has agreed to change at the landlord's cost the locks on the door. The landlord has agreed to try and accommodate the tenant's request to have a female staff member present with a maintenance worker to make these changes. The landlord will provide written notice to the tenant of scheduling the lock change.

Analysis

I accept the evidence of both parties and find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. The landlord has provided sufficient evidence to satisfy me that there are reasons for cause as noted in the notice to end tenancy. A copy of the Fire Marshall Report dated December 2013 which states that the tenant must, "please ensure means of egress to windows and doors and through hallways. Note. Please comply in 30 days and work with refered Vancouver Coastal Health Worker." An attempt by the landlord to assist the tenant by entering her into the "Clean Start" Program not once but twice in an effort to assist the tenant with cleanliness of the rental unit. The notice to end tenancy dated April 30, 2014 is upheld. The tenant's application is dismissed. The landlord is granted an order of possession.

The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the tenant's request to change the lock, the landlord has stated that he will comply with this request and change the locks.

Conclusion

The tenant's application is dismissed.
The landlord is granted an order of possession.

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: July 03, 2014

Residential Tenancy Branch

