



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes ET, FF

### Introduction

This is a Review Hearing of the landlord's application for dispute resolution in which the landlord seeks an early end to the tenancy and to obtain an order of possession and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the outset the landlord seeks an order to dismiss the Review Hearing as the landlord was not properly served with the Notice of a Review Hearing. The tenant confirmed in his direct testimony that he received the Review Decision and the Notice of a Review Hearing on or about June 28, 2014 and that he then emailed both to the landlord one week prior to the hearing date. The landlord stated in her direct testimony that although the notice was only received 1 week prior to the hearing date, that "there is no reason not to proceed." I find that there is no prejudice to the landlord as both parties have attended and that there are no issues brought forward by either party concerning the submitted documentary evidence or any prejudice to either party. The landlord's request to dismiss the application for improper service is denied and the hearing shall proceed.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and to obtain an order of possession?

### Background and Evidence

The landlord states that the tenant is an immediate danger for health and safety of the landlord, employees of the landlord, tenants and other occupants in the unit. There has been significant damage to the landlord's property that requires immediate attention to the property which is why the landlord is requesting an early end to tenancy.

The landlord states that she has gone above and beyond what a landlord is responsible for by contacting the tenant's social worker who arranged assistance to help clean the rental unit. Both parties agreed that workers attended to assist in cleaning. The landlord states that 45 minutes after the workers left, the tenant, B.M. retrieved several food items which were thrown out by the workers from the garbage dumpster in the alley. The tenant argues that he was only retrieve two items, fresh strawberries and two containers of yogurt that were recently purchased. The landlord disputes this referring to a submitted photograph marked #17, that shows the tenant removing many items from within the garbage dumpster.

The tenant states that he was present during the cleaning, but is not sure how the items were thrown away by the workers. The landlord also refers to the many photographs submitted that show the state of the rental unit such as mold build up on the walls, a heavy concentration of spider webs throughout the rental, evidence of mice and mice droppings, cockroaches and spoiling food.

The landlord's agent, M.D., a Health and Safety Manager for the landlord has submitted a written letter dated June 13, 2014 which states that the tenant has accumulated health hazards in the rental causing fire hazards, sub-standard sanitary conditions. The agent states that because of mold growth and the accumulation of particulate matter (debris), that damage to the structure is a possibility because of mice and cockroaches. The agent states that a complete decontamination and remediation of the rental unit is required to bring the unit up to satisfactory condition. The agent states that the removal of walls for remediation is a strong possibility. The landlord's agent states that C.T. Pest Free Industries inspected the unit on June 13, 2014 and has provided a copy of the inspection notes. It states,

"Suite 105 one bedrm suite, insect inspection. Behind + under fridge + stove I found cockroaches, mouse feces, cobwebs + spiders. Floor was dirty + garbage had fallen and been left for a long time. Cockroaches in bathroom. Kitchen cabinets had mouse feces and nests. Holes through wall made by rats. Outside siding was damaged + pried out. Inside bedroom there is nowhere to sleep. Food path down middle of room. Door cannot be opened all the way. Mouse nests, feces and paper shreds on counters piled up to 1 foot from ceiling. Spider webs lined ceiling. Living room had mouse feces + spider webs. Fruit flies swarm in kitchen, strong smell of spoiled food in kitchen."

The tenant states that since this inspection the tenant "has made significant efforts to clean up." The landlord disputes this stating that an inspection on June 30, 2014 was made where there is no noticeably improvement.

### Analysis

The applicant has the burden of proving that there is cause in an early end of tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health or safety or lawful right or interest of the landlord and placing the landlord's property at risk as well as proving that it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month Notice To End Tenancy for Cause under Section 47 of the Residential Tenancy Act. Section 56 of the Act states that a person can only be evicted under this section if the tenant has unreasonably disturbed or seriously interfered with another. The landlord must show that a tenant has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk or that it is unfair to the landlord or other occupants to wait for a Notice to End Tenancy to take effect. I note that the tenant has failed to provide sufficient evidence that the rental unit is in an acceptable state.

I find on a balance of probabilities based upon the landlord's undisputed evidence that a claim under section 56 has been established. The landlord has provided sufficient evidence to satisfy me that the tenant has seriously jeopardized the health or safety of the landlord

and other occupants. The tenant has put the property at significant risk by failing to maintain a reasonable standard of care of the rental unit. The landlord is granted an early end to the tenancy and an order of possession. The tenant must be served with this order. 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 this Court.

Conclusion

The landlord is granted an early end to the tenancy and 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: August 15, 2014

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Residential Tenancy Branch

