



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, CNC, MNDC, MNSD, OLC, PSF, LRE, AAT, LA, RR, O, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and an application by the tenant for an order setting aside a notice to end this tenancy, a monetary order, an order compelling the landlord to comply with the Act and provide services, an order suspending the landlord's right to enter the rental unit and an order allowing the tenant to change the locks and reduce the rent. Both parties participated in the conference call hearing.

At the hearing, the parties were asked to refrain from speaking until I invited them to speak, but the tenant was unable to restrain herself and interrupted the landlord several times despite my repeated requests for her to stop interrupting. I muted the tenant's microphone while the landlord was testifying in order to give them opportunity to speak and unmuted the tenant's microphone when it was her turn to testify. The tenant was able to speak for approximately 10 minutes before she abruptly disconnected from the conference call. I waited for 10 minutes for her to rejoin the call, and as she did not connect to the call again, the hearing concluded in her absence. By the time the tenant disconnected, she had addressed all of the landlord's comments and had begun speaking about her monetary claim. I am confident I obtained all of the relevant testimony from the tenant regarding the primary matter at issue, which is whether the tenancy should continue.

The tenant filed a monetary claim but did not with her application provide an explanation of why she is seeking the amount claimed as is required by the Rules of Procedure. The tenant's monetary claim is therefore dismissed with leave to reapply.

Issues to be Decided

Should the notice to end tenancy be set aside?
Is the tenant entitled to any of the other orders sought?

Background and Evidence

The parties agreed that the building in which the rental unit is situated is part of a supportive housing centre and that the tenancy began in March 2014. The landlord served the tenant with a notice to end tenancy for cause (the "Notice") by posting the Notice to the door of the rental

unit on April 8. The tenant testified that she does not regularly stay in the rental unit and did not discover the Notice until approximately April 15. The tenant applied to dispute the Notice on April 21. The Notice alleges that the tenant has significantly interfered with or unreasonably disturbed another occupant, has seriously jeopardized the health or safety or lawful right of the landlord, has put the landlord's property at significant risk, has engaged in illegal activity that has damaged the landlord's property or adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord and has jeopardized a lawful right or interest of another occupant or the landlord. It also alleges that the tenant has not done required repairs of damage to the unit and has breached a material term of the tenancy agreement.

The landlord testified that the tenant has so many items stored in her suite, it is not possible to open the door all the way. The fire department inspected the unit on or about March 16, 2015 and issued the landlord a violation notice which ordered the landlord to ensure that all means of egress and access to exits were clear and free of obstructions at all times. The landlord gave the tenant a warning letter on March 17 which the tenant acknowledged receiving. The letter advised the tenant that she needed to cooperate with intervention efforts or risk eviction. The landlord's agent testified that they were willing to assist the tenant in cleaning and organizing her suite, but the tenant refused their offer of assistance. The tenant acknowledged that she refused the landlord's help and testified that she stored some of her things in neighbouring units, but was unable to move very much. She stated that she is unable to fit everything in her room and expressed annoyance that the landlord would not permit her to move to a larger unit. The tenant's mother testified at the hearing and acknowledged that things needed to be moved from the unit, but said that the tenant suffers from anxiety and depression and is unable to comply with the landlord's demands.

The landlord testified that the tenant has repeatedly blocked access to the unit and that the unit is currently infested with cockroaches, but the tenant will not permit the pest control company to access the unit for treatment. The landlord's agent stated that they always give written notice to tenants at least 24 hours in advance. The tenant claimed that she has only blocked access once and that it was on the advice of a tenant's advocacy group. The landlord testified that because of the severity of the infestation, they have resorted to treating the door of the rental unit and neighbouring units in the hopes that the infestation will not spread beyond the rental unit. The landlord testified that they could not enter the unit to treat it when the tenant was away because there were so many items blocking the door, they could not open it all the way to admit the pest control company.

The landlord testified to a number of other complaints which I have determined do not need to be catalogued in this decision.

Analysis

I find that the landlord has proven that they have grounds to end the tenancy. I find that the condition of the tenant's unit and the amount of clutter therein has posed a fire hazard which

has been identified by the fire department. I find that the tenant has seriously jeopardized the safety of the other occupants of the building by failing to comply with the demands of the fire department and has placed the landlord's property at significant risk. The tenant did not deny that the unit is infested with cockroaches and I find that she has refused or prevented entry by the pest control company, thereby exacerbating the problem. I find it likely that if the tenancy does not end, the tenant will continue to obstruct the landlord in their attempts to treat the unit.

While I understand that the tenant suffers from mental health issues, this does not relieve her of her responsibilities as a tenant and I find that the landlord has given her ample opportunity to clean the unit as the landlord first brought the issue to the tenant's attention in 2014.

I therefore dismiss the tenant's claim for an order setting aside the Notice. I grant the landlord an order of possession which shall take effect on June 30, 2015. This order must be served on the tenant. Should the tenant fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

Since the tenancy is ending, the remainder of the tenant's claims are dismissed as the issues are moot.

As the landlord has been successful in their claim, I find they should recover the \$50.00 filing fee. The landlord may deduct \$50.00 from the security deposit.

Conclusion

The tenant's application for a monetary order is dismissed with leave to reapply. The remainder of the tenant's claims are dismissed without leave to reapply. The landlord is granted an order of possession and may deduct \$50.00 from the security deposit to recover their 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: June 03, 2015

Residential Tenancy Branch

