



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Richmond Legion Senior Citizen Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNC

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause.

The hearing was originally scheduled to be heard on December 10, 2015, but due to an administrative error it could not proceed on that date. The teleconference hearing then convened on December 11, 2015. On that date the tenant's advocate and the landlord called in to the hearing but the tenant did not. The advocate requested that the matter be adjourned, as the tenant had a previously-scheduled medical appointment. The adjournment was granted.

The hearing reconvened before me on December 14, 2015. The tenant, the tenant's advocate and the landlord all participated in the hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy for cause valid?

If so, is the landlord entitled to an order of possession?

### Background and Evidence

The rental unit is an apartment in a 64-unit building. The tenant has lived in the rental unit for approximately 12 years.

On September 30, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that the tenant had (1) significantly interfered with or unreasonably disturbed another occupant or the landlord; (2) seriously jeopardized the health or safety or lawful right of another occupant or the landlord; (3) put the landlord's property at significant risk; and (4) breached a material term of the tenancy agreement and failed to correct the breach within a reasonable time after written notice to do so.

### *Landlord's Evidence*

The landlord stated that there have been problems for several years with the tenant's failure to properly maintain the rental unit. The landlord has carried out monthly inspections of the unit and seen little to no improvement.

On September 16, 2015 the landlord served the tenant with a letter advising him that he must bring the rental unit up to a reasonable standard of cleanliness by September 30, 2015, or the landlord would take steps to end the tenancy. The landlord inspected the unit on that date and found that it was not in reasonable condition, so they served the tenant with the notice to end tenancy for cause.

The landlord indicated that the tenant's failure to keep the unit clean has resulted in an infestation of mice. The tenant reported that his stove does not work, as he believed mice chewed on the wiring. The landlord could not inspect or remove the stove because the kitchen entrance is blocked by a large bed that the tenant refuses to move. The landlord stated that the pest control company they hired refuses to inspect or treat the tenant's unit in its current condition. The landlord indicated that the tenant is creating hazards by piling garbage and storage to the entrance and around the hot water tank. The landlord indicated that they have been unable to repair a water leak from the tenant's kitchen sink, and this has resulted in significant damage to both the tenant's unit and the unit below his.

In the hearing the landlord orally requested an order of possession effective January 31, 2016.

### *Tenant's Response*

The tenant stated that he repeatedly told management that he had mice in his unit, but they did not believe him or do anything about it. The tenant stated that he is trying to cooperate with the landlord and deal with garbage disposal, the stove and the hot water tank. The tenant stated that not once in their monthly inspections did the landlord tell the tenant if his unit was clean or dirty, so he could not get better if he did not know what they expected.

### Analysis

I find that the notice to end tenancy for cause dated September 30, 2015 is valid, on the grounds that the tenant is putting other occupants and the property at significant risk.

The landlord's letter of September 16, 2015 was quite clear in expressing the landlord's expectations, and the tenant did not satisfactorily remedy any of the problems. The water leaks and the broken stove, both in the kitchen with access to the kitchen blocked, pose a serious safety hazard. The presence of the mice also presents a serious problem, and the tenant does not appear to be cooperating to allow the landlord to treat the problem.

As I find the notice to end tenancy valid, I dismiss the tenant's application to cancel the notice. In the hearing the landlord orally requested an order of possession, and therefore I must grant the order of possession.

### Conclusion

I dismiss the tenant's application to cancel the notice to end tenancy for cause dated September 30, 2015.

I grant the landlord an order of possession effective January 31, 2016. 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.

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: December 14, 2015

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Residential Tenancy Branch

