



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnc

Introduction

The tenant requests an order to cancel a One Month Notice to End Tenancy dated March 1, 2016.

The tenant and the landlord both attended the hearing. The tenant acknowledged receiving the landlord's photographs, and the landlord acknowledged receiving some late evidence from the tenant. The landlord took no issue with the content of most of the late evidence, and needed no adjournment in order to respond. I therefore did not exclude the late evidence.

Issue(s) to be decided

Should the Notice to End Tenancy be cancelled, or has the landlord established grounds to end this tenancy?

Is the landlord entitled to an order of possession?

Background and Evidence

This tenancy began February, 2015. Monthly rent is \$775.00 a security deposit of \$387.50 was paid. No pet damage deposit was paid. A One Month Notice to End Tenancy was given to the tenant March 1, 2016, on the grounds that the tenant had seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at serious risk, that the tenant has caused extraordinary damage to the rental unit.

The landlord provided evidence and testimony that the premises is extremely cluttered, that the stove was covered and was a potential fire hazard, that the tenant's dog barks incessantly when the tenant is away, that there are dog feces on the carpet, that the carpet is stained and saturated with urine and will need to be replaced, and that neighbouring tenants are complaining of the barking and the pervasive smell of urine.

The tenant acknowledges that the premises are disorganized and messy, but denies that there is extraordinary damage. She testified that the dog poop just sits on top of the carpet, and doesn't penetrate it. A good professional cleaning will remove the urine from the carpet. She admits that there was a fire hazard, but that friends have recently helped her clean up the kitchen area, and the hazard is gone. She keeps an electric fryer on the stove, and does not use the stove itself.

Analysis

As a rule, a disorganized or messy apartment is not ground to end a tenancy. The tenant's apartment is more than just messy – it is incredibly cluttered leaving little walking room. Were this the only issue, the tenancy could continue. However, there are serious other concerns. The tenant admits that at the time the notice was given, there was a genuine fire risk in the kitchen as a result of the significant clutter throughout, including on the stove. While that has now apparently been rectified, the fact remains that the fire risk was previously present, putting the tenant and neighbours at risk.

What is even more significant, however, is the tenant's failure to acknowledge the severity of the implications of her dog urinating and defacing on the carpet. The presence of fresh feces and urine on the floor is most certainly a health risk to the tenant and to any other visitors to the room, whether friends, neighbours or the landlord. The urine has significantly stained the carpet, to an extent that it is most probable that the carpet, the underlay, and the sub-floor has been saturated. This is more than minor damage, but falls into the category of extraordinary damage that will be costly and will require vacant possession to attend to. What is more concerning is that it is clear that the tenant condones her dog peeing and defecating on the floor of the apartment, which suggests that further damage will be occurring.

The landlord has proven sufficient and legitimate cause to end this tenancy. The tenant's claim to cancel the Notice is dismissed.

Section 55 (1) of the Residential Tenancy Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. Those conditions are met, and accordingly, an Order of Possession is granted to the landlord, effective April 30, 2016.

Conclusion

The tenant's application is dismissed. The landlord is granted an Order of Possession, effective April 30, 2016.

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: April 15, 2016

Residential Tenancy Branch