



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated March 24, 2016.

The Notice claims 1) that the tenant or a person permitted on the property by him has put the landlord's property at significant risk, and 2) that the tenant has caused extraordinary damage to the rental unit or property.

Proof of either of those claims provides grounds for eviction under s.47 of the *Residential Tenancy Act* (the "RTA").

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has put the landlord's property at significant risk or has caused extraordinary damage?

Background and Evidence

The rental unit is a one bedroom apartment in a 50 unit apartment building.

The tenancy started in May 1998. The monthly rent is currently \$580.00, due on the first of each month. The landlord holds a \$225.00 security deposit paid April 16, 1998.

Ms. R.B. for the landlord testifies that since 2011 the landlord has conducted an annual inspection of the apartment. She says that the rental unit is in need of serious cleaning and that recently the filth prevented the landlord from doing its inspection.

She produced a series of photographs of the rental unit showing: the linoleum around the toilet to be stained, cracks in and pieces missing from the bathroom linoleum, minor dirt or debris on the floor near a corner of the bathtub, an unmade bed, linoleum damage near an entryway, discoloured linoleum, dirty cupboards and oven in the kitchen and a wall behind the toilet that needs cleaning.

In response the tenant says that he has now conducted a thorough cleaning of the rental unit.

Ms. T. for the tenant indicates that he is seeking assistance from an agency to assist him with apartment cleaning on a more regular basis.

Analysis

This decision was rendered orally at the end of the hearing.

The eviction of a tenant is a serious matter. A landlord seeking to end a tenancy for cause will be required to provide probative and cogent evidence of cause.

In this case it is apparent that the tenant has not been complying with s.32 of the *RTA*, which requires him to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. However, that is not a ground for his eviction.

The evidence does not show that the tenant has somehow put the landlord's property at significant risk, nor does it show that the tenant has caused extraordinary damage. The damage to the linoleum is consistent with the wear and tear, cracking and breakdown of

very old flooring in heavily trafficked areas and areas like the bathroom, where there is a frequent moisture buildup.

Conclusion

The landlord has not proved the grounds for the Notice.

The tenant's application is allowed. The Notice to End Tenancy dated March 24, 2016 is hereby cancelled.

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: May 04, 2016

Residential Tenancy Branch