



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE KETTLE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated November 27, 2017. The Notice claims that the tenant; a) has seriously jeopardized the health or safety or lawful right of another occupant or put the landlord's property at significant risk, or b) breached a material term of the tenancy agreement and not corrected it within a reasonable time after being given written notice to do so.

The hearing of this matter commenced January 9, 2018 but was adjourned to permit the tenant an opportunity to file material. The matter reconvened on January 15 but the tenant was unable to proceed claiming anxiety or "brain fog." The matter was adjourned to this day with the caution that if the tenant was operating under a disability then some medical evidence in that regard would be recommended.

At this hearing the tenant left soon after it began and was not present to hear or respond to the landlord's agents' testimony. He had received the documentary evidence submitted by the landlord. He had submitted no medical evidence or evidence relating to the claims made in the Notice. His advocate remained in the hearing but had no instructions.

Issue(s) to be Decided

Does the evidence support the claims made in the Notice to End Tenancy?

Background and Evidence

The rental unit is a bachelor apartment in an apartment building. The tenancy in this unit started in May or June 2014. There is a written tenancy agreement. The current rent is \$420.00. The landlord holds a \$187.50 security deposit.

Mr. D.M. for the landlord testifies and presents photographic evidence to show that in June 2017 the tenant's rental unit was inspected to find virtually the entire suite to be covered in clothing, discarded items, paper and bottles. Various combustible items had been placed on top of a stove.

The tenant was notified to clean up his rental unit. Another inspection was conducted near the end of July 2017. Photos show the premises to be unchanged. Even the chairs and bed were covered in paper.

A further inspection was conducted in October 2017 without improvement. Mr. D.M. says that after October the tenant refused the landlord entry despite advanced notice.

Analysis

The evidence shows that the tenant's rental unit presents a significant fire risk as well as a risk of attracting vermin and other pests. The landlord has been very patient and reasonable with the tenant but the tenant has not obliged.

I find that the state of the tenant's rental unit seriously jeopardizes the health and safety of other occupants in the building and poses a significant risk to the property of the landlord.

Conclusion

The tenant's application is dismissed. Pursuant to s. 55 of the *Residential Tenancy Act* the landlord will have an order of possession for January 31, 2018.

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: January 25, 2018

Residential Tenancy Branch