



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties confirmed that they had exchanged their documentary evidence for this hearing.

### Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on September 17, 2013 and is currently ongoing. The monthly rent is current \$772.00 and has been paid for the month of August. The landlord testified that since January 2019 the tenant and her unit have a strong smell of urine. The landlord testified that despite numerous discussions with the tenant and her social worker to address the issue, the smell has not improved. The landlord testified that the odor is so bad that other tenants have threatened to move out, are unable to eat their dinner, and have sealed their doors with tape to keep the smell out. The landlord testified that the smell spreads as far as four floors away from the subject unit. The landlord testified that this is a market rental building and does not have the facilities required to assist the tenants numerous issues. The landlord testified that her on site manager assists the tenant with many things that go well beyond what a landlord is responsible for. The landlord testified that the tenant should be in supportive housing. The landlord disputes that the MPA has assisted daily as stated. The landlord issued a One Month Notice to End Tenancy for Cause on June 28, 2019 for the following reasons:

**Landlord's notice: cause**

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*

*(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*

*(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*

*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

The agent for the tenant gave the following testimony. The agent testified that they have been involved with this matter since they were notified and have taken steps to address the issue. The agent testified that the tenant has purchased a new bed, laundry hamper, and air fresheners, had carpets shampooed and does laundry three to four times per week to address the smell. The agent testified that the tenant has been a good tenant for several years and would like to remain at this location. The agent testified that her office has been very responsive to any and all issues and that they have done their due diligence in trying to address the issues.

Analysis

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of landlord's claims and my findings are set

out below. When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord provided documentary and oral testimony to support their claim. The tenant did not dispute that ongoing issue of the urine smell.

Essentially the parties had a difference of opinion of the severity and impact of the urine smell. I find that the landlord provided clear, concise and credible testimony. The landlord outlined how the smell has impacted many other tenants not only on the tenants' floor, but other floors of the building. The landlord testified that she had great empathy for the tenant but that she must consider the impact on the other 71 units in the building and not just the subject tenants' needs. The landlord has provided sufficient evidence to show that the tenant has adversely affected the quiet enjoyment, security, safety, or physical well-being of another occupant, accordingly; I find

that the landlord is entitled to an order of possession. The One Month Notice to End Tenancy for Cause dated June 28, 2019 is of full effect and force, the tenancy is terminated.

The landlord advised that she has no issue with an order of possession taking effect on August 31, 2019 in order to help assist the tenant.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective at **1:00 p.m. on August 31, 2019**, which should be served on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenant's application is dismissed without leave to reapply.

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: August 02, 2019

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Residential Tenancy Branch