



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNR, RP PSF, LRE, RR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for a monetary order for compensation for loss under the *Act*, and for an order directing the landlord to comply with the *Act*, provide services, reduce rent and carry out repairs.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was accompanied by their agent.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she did not file any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied for a monetary order for compensation and for an order directing the landlord to comply with the *Act*, provide services, reduce rent and carry out repairs. Since these sections of the tenant's application are unrelated to the main section which is to set aside the notice to end tenancy for cause, I dismiss these sections of the tenant's claim with leave to reapply.

Accordingly this hearing only dealt with the tenant's application to cancel the notice to end tenancy for cause.

I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

Issues to be decided

Has the landlord validly issued the notice to end tenancy?

Background and Evidence

The background facts are generally undisputed. The tenancy started in July 2013. The monthly rent is \$950.00 payable on the first of each month.

The landlord testified that the tenant keeps the rental property in a dirty and littered condition. The landlord received multiple notices from the local city municipality, regarding the untidy and unsightly property. The landlord filed a copy of the letters into evidence. The letter from the City, dated February 01, 2018 refers to the time when the problem was first identified in November 16, 2016. The landlord notified the tenant that the City inspector would be conducting an inspection and instructed the tenant to dispose of all the unwanted items that were strewn all over the yard. The tenant failed to do so and on April 08, 2018, the landlord had to pay a fine of \$2,030.51 to the municipality for the cost of cleaning up the mess.

The landlord filed copies of text messages to the tenant reminding her to keep the yard neat and tidy. On September 01, 2019 the landlord received another notice from the by law officer regarding the condition of the yard. The letter described the condition of the property at the time of the inspection as littered with discarded materials, rubbish, broken windows, a commercial bin, overgrown noxious weeds etc., rendering the property unsightly.

On October 05, 2019, the landlord served the tenant with a warning letter. The letter instructed the tenant to remove all household items, mattresses, appliances, commercial bin, noxious smells and furniture that were observed by the by law officer during his inspection of the property. The landlord asked the tenant to do so by October 19, 2019.

In a letter dated October 20, 2019, the by law officer informed the landlord that an inspection had been conducted and that the property was still unsightly. The letter informed the landlord that the property would be cleaned up by the municipality at a cost of \$2,018.47 to the landlord.

By November 02, 2019, the property was not cleared of discarded and unwanted items and therefore the landlord served the tenant with a notice to end tenancy for cause.

The reasons for the notice

The tenant or person permitted on the property by the tenant has engaged in illegal activity that has or is likely to:

- Damage the landlord's property
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant
- Jeopardize a lawful right or interest of another occupant or the landlord.

The tenant or person permitted on the property by the tenant has caused extraordinary damage to the property.

Rental unit must be vacated to comply with a government order.

The landlord filed photographs of the rental unit before the tenancy started and during the tenancy. The photographs support the landlord's testimony. The landlord stated that the rental property is still unsightly and has not been cleaned up.

The landlord has applied for an order of possession effective December 31, 2019.

Analysis

Based on the undisputed testimony of the landlord and the photographs filed into evidence, I find that the tenant has failed to keep the property in a presentable condition. Despite verbal warnings, a written warning and communication from the municipality, as of the date of the hearing the property continued to be unsightly.

The landlord testified that the municipality informed her that the property was now considered a "nuisance property" which consumed a lot of the by law officers' time. The municipality recommended to the landlord, eviction of the tenant or payment for regular inspections that would be carried out until the property was clean and tidy.

Based on the above, I find that the landlord has proven that the actions of the tenant have caused extraordinary damage to the landlord's property and therefore I uphold the notice to end tenancy dated November 02, 2019.

The effective date of the notice is December 03, 2019. The landlord agreed to allow the tenancy to continue until December 31, 2019.

Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. 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.

Conclusion

I grant the landlord an order of possession effective by 1:00 pm on December 31, 2019.

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 19, 2019

Residential Tenancy Branch