



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On October 8, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One Month Notice to End Tenancy for Cause. The matter was set for a participatory hearing via conference call.

The Landlord's agents, the Tenant and the Tenant's advocate attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Issues to be Decided

Should the One Month Notice to End Tenancy for Cause, dated September 25, 2020, (the “One Month Notice”) be cancelled, in accordance with section 47 of the Act?

If the One Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began on July 1, 2018. The subsidized rent is \$375.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$187.50.

The Landlord provided undisputed evidence that the One Month Notice was served to the Tenant on September 25, 2020 by attaching it to the door of the rental unit. The One Month Notice indicated a move-out date of October 31, 2020. The Landlord stated that the reasons for the One Month Notice were that the Tenant had seriously jeopardized the health of other occupants; put the Landlord's property at significant risk; had engaged in illegal activity that is likely to damage the Landlord's property and caused extraordinary damage to the rental unit.

The Landlord submitted a summary of the issues relating to the One Month Notice and these included logbook notations from staff that described aggressive and abusive behaviour by the Tenant towards staff, challenges with the unsanitary and pest ridden state of the rental unit and damage caused by the Tenant's cat.

The Landlord testified that while the Tenant occupied a different unit in the same residential property, the unit was condemned by the City's Fire Department on August 3, 2017 as a result of the unsanitary conditions.

The Tenant was relocated to the present rental unit on July 1, 2018. On February 28, 2019, the Tenant was served a notice to clean their room pursuant to the City's Bylaw Enforcement.

In May 2020, the Tenant was asked to clean their unit for the purposes of fire hazards and as a result of cockroaches being present.

The Landlord submitted that on September 4, 2020, a warning letter was served to the Tenant to warn them of the unacceptable sanitary condition of the rental unit and gave the Tenant until September 24, 2020 to clean the unit. The Landlord stated that help was offered to the Tenant but that the assistance was refused.

An inspection of the rental unit was conducted on September 25, 2020 in company a pest control company. The Landlord submitted the photos taken and noted that the rental unit was still extremely cluttered and that there was a visible infestation of cockroaches. The pest control company stated that they would not enter and treat the rental unit until it had been properly cleared of debris and syringes.

The Landlord testified that the One Month Notice was served on September 25, 2020.

The Landlord stated that another inspection of the rental unit was conducted on December 7, 2020 and that the unit was still in poor condition and that the pest control company would be unable to treat the unit.

The Landlord said that, when personally serving the Tenant the evidence package on December 23, 2020, the rental unit had not been cleaned.

The Landlord requested that if the One Month Notice is found valid, that they receive an Order of Possession for January 31, 2021.

The Tenant did not submit any evidence for this dispute. The Tenant did provide affirmed testimony and stated that she had not been abusive to staff and never threatened anybody.

The Tenant stated that she had cleaned up her room three weeks ago and expected that staff would have arranged pest control.

Analysis

Section 32 of the Act sets out the responsibility of a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and residential property. A tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

The Landlord has served the One Month Notice on the Tenant based on sections 47(1)(d) and 47(1)(e) of the Act. When I consider the validity of the reasons the Landlord has for ending the tenancy, I must determine if the Landlord has sufficient evidence to prove that the Tenant's actions seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; or put the Landlord's property at significant risk. Furthermore, in relation to section 47(1)(e), that the activities of the Tenant adversely affected the quiet enjoyment, security safety, or physical well being of another occupant and these actions were illegal. The standard of proof is based on the balance of probabilities. If I find that any one of the reasons set out in the One Month Notice are valid and that the notice complies with section 52 of the Act, I must grant the Landlord an Order of Possession for the rental unit in accordance with section 55 of the Act.

I note that the *Residential Tenancy Act* uses the strong word "seriously" to ensure that Landlords can only end the tenancy if the issues with the Tenant are serious. I accept the Landlord's undisputed testimony that the Tenant has a history of failing to maintain rental units in a manner that would prevent fire hazards and pests, and that the Tenant has been provided with written warnings to clean the rental unit to provide access for pest control.

I find, based on the Landlords' undisputed testimony and evidence, that the Tenant has failed to provide access to the rental unit for pest control and as a result of the Tenant's inaction, there is an infestation of cockroaches in the rental unit which is contributing to the larger pest problem in the residential property. As a result, I find that the Landlord has established sufficient evidence to prove that at least one of the reasons for serving the One Month Notice and attempting to end the tenancy are valid and meet the

standards pursuant to section 47(1)(d) of the Act. As such, I dismiss the Tenant's application to cancel the One Month Notice.

Section 52 of the Act requires that any Notice to End Tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form.

I noted that the One Month Notice stated an incorrect rental unit number; however, acknowledge that the Tenant responded to the One Month Notice and provided their correct rental unit number in their Application. Pursuant to section 68 of the Act, I find that the One Month Notice is amended to the correct rental unit number, as the Tenant has demonstrated that they knew that the One Month Notice applied to them and provided the correct rental unit number. As such, I find the One Month Notice, issued by the Landlord on September 25, 2020, complies with the requirements set out in section 52.

I have dismissed the Tenant's Application and found that the Notice is compliant with the Act. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession for the requested effective date of January 31, 2021.

Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective on January 31, 2021 at 1:00 p.m. This Order should be served on the Tenant as soon as possible. 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.

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 05, 2021

Residential Tenancy Branch