



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Squamish Senior Citizens Home  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the “Act”), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Landlord applied to end a tenancy early, pursuant to section 56 of the Act.

The Tenant was accompanied during the hearing by an advocate; they and the Landlord were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Rule 6.11 of the *Rules of Procedure* was explained.

The Landlord testified they served the Notice of Dispute Resolution Proceeding and evidence on the Tenant in person on October 22, 2021; the Tenant confirmed they received it. I find the Landlord served the Tenant in accordance with Rule 10 of the Residential Tenancy Branch’s *Rules of Procedure*. The Tenant confirmed they did not submit any responsive evidence.

### Issue to be Decided

Is the Landlord entitled to an early end of tenancy and an order of possession?

### Background and Evidence

The parties agreed on the following regarding the periodic tenancy agreement: it began May 1, 2009; rent is \$560.00, due on the first of the month; and the Tenant did not pay a security deposit or pet deposit.

The Landlord testified that the Tenant had been served with a notice to end tenancy a few months ago, which was unenforceable due to a flaw.

The Landlord also testified that the excessive volume of the Tenant's possessions has been a concern for many years. The Landlord stated that to assist the Tenant, the board offered to hire movers, procured a storage unit, and paid the unit's fees for three months. The Landlord testified that when the movers came, they stated they could not move the Tenant's belongings due to the amount of mould and rat excrement present. The Landlord expressed concern that the Tenant's living conditions are a hazard to the Tenant's health and to surrounding tenants. More specifically, the Landlord testified the volume of the Tenant's possessions is such that were a fire to start in the rental unit, it could combust at a rate the sprinkler system could not put out, putting surrounding tenants at risk. The Landlord also expressed concern that the mould from the Tenant's unit will spread, affecting neighbouring units.

The Landlord submitted as evidence photos of the Tenant's rental unit; in the photos, all pictured surfaces are piled with numerous items.

The Landlord also submitted an email dated February 19, 2021, in which the state of some areas of the Tenant's unit are briefly referred to, including the statement: "Initial impressions: a small change in conditions but no substantial difference."

The Details of Causes section of the Landlord's application notes: "The [location] Fire Department has been brought in to assess [Tenant's name]'s suite on several occasions and have confirmed that [their] suite poses a significant health and safety risk."

The Tenant testified that a move took place, and that the Landlord had spoken with a supervisor who had not been involved. The Tenant stated the movers walked out after seeing rat droppings, and advised the Tenant not to be in the unit without a mask.

The Tenant's advocate testified that the Tenant requested help from the Landlord with the rodent infestation about a year ago, and that some of the health and safety issues with the unit are the responsibility of the Landlord.

The Tenant testified they purchased numerous rat traps, catching 25 rats, without assistance from the Landlord for over a year.

Beginning to speak to the mould issue, the Tenant shifted to explaining an apparently unrelated issue with the toilet.

The Landlord testified that about a year ago, they had a pest control company assess the Tenant's unit, but the company said there was nothing to be done until the Tenant "cleans up a bit" and removed attractants, such as an open bag of seeds on the floor. The Landlord testified this information was shared with the Tenant, but "nothing happened."

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the Act establishes the grounds whereby a landlord may make an application for dispute resolution to request (1) an early end to tenancy, and (2) an order of possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the Act for a landlord's notice for cause.

When seeking to end a tenancy early and obtain an order of possession under section 56, a landlord has the burden of proving that:

- there is sufficient cause to end the tenancy such as: the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord, or put the landlord's property at significant risk; **and**
- it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month notice to end tenancy for cause under section 47 of the Act to take effect.

In their testimony, the Landlord stated that the excessive volume of the Tenant's possessions has been an issue for many years. The parties agreed that the rodent problem in the Tenant's unit has been ongoing for approximately a year. The Landlord testified to their concerns about the state of the Tenant's unit, but did not provide evidence or testimony from a health and safety professional regarding the hazard the current state of the Tenant's rental unit presents in terms of mould and/or fire. While hoarding may present health or safety issues, such concerns must be supported by evidence. Based on the above, I find, on a balance of probabilities, that the Landlord has fallen short of the standard of proof required to obtain an early end of tenancy under section 56 of the Act.

I dismiss the Landlord's application, as I find they have failed to prove the circumstances of this case are so significant or severe that it would be unreasonable or unfair for the Landlord to need to wait for a One Month Notice to take effect if there is sufficient cause to end the tenancy.

Conclusion

I dismiss the Landlord's application for an early end of tenancy, without leave to reapply. This tenancy continues until ended in accordance with the Act.

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: November 08, 2021

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Residential Tenancy Branch