



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Brown Bros Agencies Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant filed an Application for Dispute Resolution (the “Application”) on July 5, 2021 seeking an order to cancel the One Month Notice to End Tenancy (the “One-Month Notice”) for cause. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 2, 2021. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

Both the tenant and the landlord attended the hearing, and I provided each the opportunity to present oral testimony and make submissions during the hearing.

### Preliminary Matter

At the outset of the hearing, the landlord confirmed they received notice of this hearing via registered mail. The tenant provided their initial set of evidence in person at the landlord’s business office; the landlord confirmed this service. The landlord reviewed the packages they received; that was 2 of 3 sent.

The tenant sent more material in the form of photos on October 21. The landlord did not receive these; however, I allowed for the tenant’s counsel to deliver these to the landlord via email during the hearing and the landlord confirmed receipt and viewed the same during the hearing.

Reciprocally, the landlord provided their materials to the tenant via registered mail, initially on October 4, 2021. They provided more material via registered mail on October 18. While the tenant could not recall having received the latter of two packages, the landlord confirmed

during the hearing that registered mail was awaiting pickup at the local post office. For the purposes of this hearing, I deem this material received by the tenant on October 23, as per s. 90(a) of the *Act*. During the hearing, the landlord also provided the individual piece of evidence via email to the tenant's representative.

Having reviewed the matter of disclosure, I find both the landlord and the tenant received the evidence in full from the other. These pieces receive full consideration in my decision below.

### Issues to be Decided

Is the tenant entitled a cancellation of the One Month Notice?

If the tenant is unsuccessful in this Application, is the landlord entitled to an Order of Possession, pursuant to s. 55 of the *Act*?

### Background and Evidence

Both parties provided a copy of the tenancy agreement for the tenancy that started on July 1, 2015. The starting rent amount was \$750, and the rent increased to the current amount of \$848, payable monthly. In the hearing, the landlord pointed to clause 13 and clause 20 regarding pets. The latter refers to "the enjoyment, quiet possession and health requirements of other occupants", disallowing "any other animal or pet, domestic or wild, fur-bearing or otherwise, unless specifically permitted in writing by the Landlord."

The landlord's evidence for this hearing contains the following:

- The One-Month Notice issued on June 25, 2021, with the final move-out date of July 31. The landlord indicated that the tenant had "put the landlord's property at significant risk" and breached a material term of the tenancy agreement, not corrected within a reasonable time after written notice to do so. The material term referred to is clause 20, as the landlord confirmed in the hearing.

The same document lists details:

- November 2019 – tenant brought rats into the unit – contacted to remove rats because no pets were allowed
- June 2021 – tenant still had rats in the unit – these escaped and observed in nearby bushes, walkways etc.

- June 2021 – tenant failed to keep the unit in a “sanitary and fire safe state”, given reasonable time to correct
- A letter to the tenant dated June 11, 2021. This informs the tenant of the end of the tenancy for July 31, 2021.

This is for pets, setting out the details of the landlord first learning of this problem in November 2019. A pest control specialist came to attend. The rats infiltrated to the walls of the building structure, and disturbed neighbours, causing “neighbours to leave their home and vacate the premise.” Again, on May 25, 2021 the landlord issued a warning and gave the tenant 14 days to remedy the situation. The landlord set a suite inspection for June 9.

Secondly, the landlord referred to “reasonable health, cleanliness and sanitary standard.” The landlord visited on June 9 and recorded “the smell of ammonia from rat urine” being “overwhelming”, the bedroom was “unhospitable” with no bed visible. This is conducive to pests multiplying and presents a fire hazard. From the landlord’s perspective the issue of cleanliness was not resolved by June 9.

- The ‘Suite Inspection Report’ from June 9 shows the above issues raised with the tenant. Also: “Couldn’t inspect. Completely full of belongings must sleep on small couch in living room.”
- Internal communications between the landlord and the building manager, specific to the issues in the tenant’s rental unit. One sets out the need for an “absolute final reminder” on the issue. A copy of an earlier November 13, 2019 letter to the tenant regarding the issue is embedded in a later email. This notified the tenant they would be invoiced for any cost associated with the problem.
- Internal communications dated November 12 and 13, 2019. This is information on the visit to the rental unit where the manager directly observed the presence of rats in the rental unit. Notable was the presence of baby rats, also in the evidence from the pest control specialist.
- A May 25, 2021 letter to the tenant informing them about complaints on their unit’s cleanliness and the infestation of rats. This set a two-week timeline for the tenant to rectify these issues.

- Photo evidence of the surrounding area, rats escaping, and the tenant retrieving rats from the area, with signature confirmation that the image is that of the tenant doing so.

In the hearing, the landlord presented this timeline, ongoing from 2019 onwards. They emphasized this was a lot of photo evidence in proximity to the tenant's own unit. These were "pets" and so the animals didn't instantly run away when let out of the rental unit. Being all over the property, this of course raised other tenants' concerns.

The landlord introduced another piece of evidence in the hearing, disclosed to the tenant's representative during the hearing. This handwritten piece is dated October 17, 2021, penned by another building resident. This describes that resident's own experience hearing threats of violence from the tenant, who is their immediate neighbour. This because of perceived noise. The landlord reiterated their need to look after all building residents and proposed that the tenant could benefit from a living arrangement where there was more care in place.

The tenant's representative in the hearing presented the tenant's complex medical issues. This involves episodes that can last for weeks at a time, affecting concentration and organization, and leading to depression. This prevented the tenant from resolving the issue in the timeframe set by the landlord previously. In the evidence, they presented a number of documents that show the tenant's consultations on these issues.

The tenant in the hearing spoke to specifics about what could be observed by others given the structure of the building and the immediate surrounding area, this with reference to pictures taken of the rats escaping the rental unit. They drew upon a discussion they had four years ago when they recalled being informed by the landlord that clutter in their rental unit was not a problem. Further, they described their version of the events described in the landlord's October 17 letter – this was more simply a "heated discussion".

The tenant, via their representative, presented photos showing the cleaned interior of the rental unit. This was after removing about 50% of belongings that were in the unit prior to this, three truckloads of material. These photos are from mid-October, very recent prior to the date of this hearing.

### Analysis

The *Act* s. 47 authorizes a landlord to end the tenancy where a tenant has put the landlord's property at significant risk. The landlord may also end where a tenant failed to comply with a

material term of the agreement, and did not correct the situation within a reasonable time after the landlord gave written notice to do so.

Following this, s. 47(4) states that within 10 days of receiving a One-Month Notice a tenant may dispute it by filing an Application for Dispute Resolution.

In this case, the landlord issued the One-Month Notice pursuant to s. 47 and I accept the landlord's evidence that they served this document to the tenant on June 25, 2021.

The *Act* s. 52 provides:

In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) . . . state the grounds for ending the tenancy,  
    . . . and
- (e) when given by a landlord, be in the approved form.

I find the One-Month Notice bears sufficient detail as to comply with the requirements of s. 52 regarding form and content. The details of the cause are stated on the document.

The landlord provided evidence in the form of two letters issued to the tenant. On May 25, 2021, the details from the tenancy agreement are set out verbatim to the tenant. This sets June 9 as the first date of monthly inspections. This also requests the tenant to resolve the issues of rats and cleanliness within 2 weeks. I find this letter stands as notifying the terms of the tenancy agreement and sets a timeline for the tenant to rectify the issue.

In the second letter on June 11, the landlord identified the lack of cleanup, as evidenced in the June 9 inspection, as material breaches, with no resolution. This identified to the tenant the date of July 31 as the end-of-tenancy date. The landlord then followed with the One-Month Notice on June 25, 2021. I find this letter bears ample detail to present to the tenant that there were serious issues stemming from the tenant and their rental unit. In the hearing, the landlord presented that at least one other building resident ended their stay in the building because of this issue.

Also, in this letter, the landlord identified the state of the rental unit as a huge fire risk. I find what the landlord set out in their June 9 Suite Inspection Report is evidence that corresponds to their indication that the tenant put the landlord's property at significant risk.

I give substantial weight to this evidence. The tenant has presented images showing their very recent clean-up of their own suite. This was after approximately 50% of their belongings were removed. As a presentation of the tenant's efforts at mitigation, I give less weight to this evidence. My concern is the validity of the One-Month Notice for Cause issued in June 2021. That was after the tenant did not comply with repeated requests and warnings. I find the evidence is in place to show the landlord was warranted in ending the tenancy, in line with s. 47 considerations.

Further, the tenant only made their cleanup after three months during the waiting period for this hearing. I find the tenant was unable to make cleanup a priority. Starting from 2019 that led to a significant rat problem on the property. More recently, the state of the tenant's unit showed itself as an ideal situation for rats to further reproduce, and the unit itself presented as a fire hazard.

I find it prejudicial to the interests of the landlord to give weight to the tenant's very recent cleanup, and the only factor that allowed this to happen was the delay in the hearing date, well past the timeframe set by the landlord to rectify the material term breach.

The other mitigating factor I must consider is the tenant's medical history. They presented that organization and concentration are difficult. I find this makes it more likely than not the chief issues will reoccur. The tenant reacted defensively in the hearing to the finer points of what the landlord was presenting, and I must factor this in when it comes to the need for making cleanliness and orderliness a priority in the living arrangement.

The landlord also presented a more recent account from another building resident. Though I give this evidence little weight in terms of what it means to the landlord's issuance of the One-Month Notice for different reasons, I find it shows the tenant has a proclivity for disagreement. This pattern of behaviour will more likely than not continue, further aggravating the issue of the rental unit cleanliness and directions from the landlord to keep it tidy.

In line with the s. 47 criteria, I find the tenant's actions were those which created a significant risk to the property and breached the tenancy agreement. The landlord has provided substantial evidence of this.

I find the One-Month Notice issued by the landlord on June 25, 2021 complies with the requirements of form and content set out in s. 52 of the *Act*.

The *Act* section 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application is dismissed or the landlord's notice is upheld, the landlord must

be granted an order of possession if the notice complies with all the requirements of s. 52 of the *Act*. By this provision, I find the landlord is entitled to an Order of Possession.

### Conclusion

Under sections 55(1) of the *Act*, I grant an Order of Possession effective two days after service of this Order on the tenant. Should the tenant fail to comply with this Order, the landlord may file this Order in the Supreme Court of British Columbia where it will be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 5, 2021

---

Residential Tenancy Branch