



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

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

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation, or tenancy agreement?

Background and Evidence

The landlord's agent gave the following testimony. The landlord issued a One Month Notice to End Tenancy for Cause on August 27, 2021 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

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

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

(iii) put the landlord's property at significant risk;

The agent testified that the tenant is a hoarder, and as a result of his hoarding a very serious cockroach and bedbug issue has resulted. The agent testified that the tenant refuses to clean out his unit and to meet basic safety and cleanliness standards. The agent testified that because of the tenant's unsanitary unit, the other units surrounding his have also been impacted with cockroaches and bedbugs.

The agent testified that tradespeople refuse to go into the unit to conduct repairs as it is unsafe. The agent testified that she was willing to assist the tenant to clean the unit but was turned down. The agent testified that the issue has been ongoing for almost three years and that the landlord is incurring a significant cost because of this tenant's refusal to keep their unit in a safe and clean state. The agent requests an order of possession.

The tenant gave the following testimony. The tenant testified that much of this situation has been taken out of his hands due to poor health. The tenant testified that he is a long-term tenant and would like to continue living there. The tenant testified that he is hoping to get better soon to be able to clean the unit and bring it to a respectable level. The tenant testified that he is hoping that the landlord will give him one more chance to correct the situation.

Analysis

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 extensive documentation to reflect that the issue of hoarding and the resulting cockroach and bed bug issue that has been ongoing for almost three years. The landlord's agent outlined the numerous requests and attempts to remedy the matter, but to no avail. The agent testified that the situation has gotten worse instead of better despite the tenant's assurances that he would change his behaviour.

In the tenants own testimony about his hoarding, he stated "I don't know why I do this". The tenant did not dispute the condition of his unit or his ongoing issue of hoarding. I find that the landlord has provided sufficient evidence to support the issuance of the notice. I further find that the landlord has provided evidence to support all the grounds the notice was issued on, even though I only need to be satisfied on one ground. As a result, I find that the tenancy is terminated.

Section 55 of the *Act* reads in part as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's 1 Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

As the tenancy is now terminated, I also dismiss the tenants request for an order to have the landlord comply with the Act, regulation, or tenancy agreement.

Conclusion

I dismiss the tenant's application to cancel the 1 Month Notice. I grant an Order of Possession to the landlord effective **two days after service of this Order** 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.

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 20, 2022

Residential Tenancy Branch