



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF
and [tenant name suppressed to protect privacy]

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.

This matter was scheduled for a conference call at 11:00 a.m. on this date. The landlords agents participated in the teleconference, the tenant did not. The tenant initiated the process by filing an application and serving that application and Notice of Hearing to the landlord, as a result; I find that the tenant was aware of today's hearing. The hearing proceeded and completed in the absence of the tenant. The landlords agents were given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. JL testified that the tenant was personally served with the landlords evidence on June 16, 2022 in the presence of a witness.

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

JL gave the following testimony. The tenancy began on September 1, 2019 with the rent of \$375.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on February 24, 2022 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;

((f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

JL and EC testified that the tenant is a hoarder and that because of this, his unit is infested with bedbugs and is not in a sanitary or clean state. EC testified that they have attempted to treat his unit 7-10 times in the past two years but the unit is either unprepared to have a proper treatment or that the tenant doesn't allow it to happen. JL testified that the tenant has taken on a pet in a non pet floor without asking permission which has caused and disturbed another tenant who has severe allergies. JL testified that the unit's unsanitary condition and constant infestation of bedbugs have put the property at risk and has significantly interfered with another occupant and the landlord.

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 support their claim. I find that the landlord has provided sufficient evidence to have this tenancy end and be granted an order of possession. The landlord has satisfied me that the tenant has significantly interfered with another occupant and the landlord, seriously jeopardized the health and safety of the landlord or another occupant and has put the property at significant risk.

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*.

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 entire application without leave to reapply. 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: June 23, 2022

Residential Tenancy Branch