



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 222 KEEFER ROOMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the Landlord's application under the Residential Tenancy Act (the "Act") for an order for early end to tenancy and an Order of Possession of the rental unit pursuant to section 56.

The Landlord's agents RH and CH attended this hearing. They were given a full opportunity to be heard, to present affirmed testimony, and to make submissions.

The Tenant did not attend this hearing. I left the teleconference hearing connection open until 11:10 am in order to enable the Tenant to call into the hearing scheduled to start at 11:00 am. I confirmed that the correct call-in numbers and participant code had been provided in the notice of dispute resolution proceeding. I used the teleconference system to confirm that the Landlord's agents and I were the only ones who had called into the hearing.

The attendees were advised that the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – Service of Dispute Resolution Documents

RH confirmed that a package with the notice of dispute resolution proceeding package and the Landlord's supporting evidence (collectively, the "NDRP Package") was attached to the Tenant's door on June 23, 2022. The Landlord submitted a Proof of Service in form #RTB-9, which I note contains the service particulars but has not been signed. Based on RH's affirmed testimony, I find the Tenant has been sufficiently served with the NDRP Package in accordance with section 71(2) of the Act, Rule 10.3

of the Rules of Procedure, and section 2(b) of the director's standing order dated March 1, 2021.

Issue to be Decided

Is the Landlord entitled to end the tenancy early and an Order of Possession?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony presented, only the details of the respective submissions and arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of this application and my findings are set out below.

The Landlord submitted a copy of the parties' tenancy agreement into evidence. RH confirmed the particulars of the tenancy as follows:

- The tenancy commenced on October 10, 2010 and is month-to-month
- Rent is \$618.00, due on the first day of each month. The Tenant receives a subsidy from BC Housing.
- The Tenant did not pay a security deposit.

RH explained that the rental unit is part of a building for seniors, some of whom have health issues.

RH stated that the Landlord received complaints from the Tenant's neighbours of smells coming from the rental unit.

RH testified that the Landlord conducted an inspection of the rental unit in May 2022 and found the rental unit to be in an unsanitary condition. RH described finding cigarette butts, damage, rotten food, and mice droppings in the rental unit.

RH stated that the Landlord gave the Tenant a notice for re-inspection, which took place on May 18, 2022. RH confirmed that the rental unit was not cleaned up.

The Landlord submitted a copy of a final written warning to the Tenant dated June 9, 2022. This letter gave the Tenant a deadline of June 13, 2022 to clean up the rental unit.

RH testified that a further inspection of the rental unit was conducted on June 17, 2022. The Landlord submitted photographs of the rental unit taken during this inspection. The photographs show the rental unit covered in filth, including what appears to be rat droppings and human waste on the carpet. The rental unit is also littered with garbage.

RH testified the Tenant has been in the hospital and the Landlord's agents have been communicating with the Tenant through the Tenant's social worker. RH testified that in an email dated June 13, 2022, the Landlord's agents were advised by the Tenant's social worker that the Tenant refuses to speak with them.

RH stated that the Tenant is not willing to have someone come clean up the rental unit.

CH confirmed she had several conversations with the Tenant's social worker and that the Tenant refuses to speak with the Landlord's agents.

RH and CH confirmed that the Tenant's social worker has been informed of this application.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In this case, the Landlord bears the onus of proving that this tenancy should be ended early and an Order of Possession be granted.

Section 56 of the Act states as follows:

Application for order ending tenancy early

56(1) A landlord may make an application for dispute resolution requesting

(a) an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47

[*landlord's notice: cause*], and

(b) an order granting the landlord possession of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(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;

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

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

(B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v) caused extraordinary damage to the residential property, and

(b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

Based on the Landlord's agents' testimonies and the photographic evidence submitted by the Landlord, I am satisfied that an early end to the tenancy is warranted in the circumstances. I find the rental unit to be in an extremely unsanitary state with evidence of rodent pests being present. I accept RH's testimony that the Tenant has been requested to have the rental unit cleaned up but has not made any arrangements to do so. I am satisfied that the unsanitary condition of the rental unit permitted by the Tenant seriously jeopardizes the health and safety of other occupants in the building, especially given that the other tenants are senior citizens, some of whom have health issues. I also find that the Landlord's property is put at significant risk for damage because of the filth and presence of rodent pests. Accordingly, I find the Landlord has met the onus of proving that this tenancy should end early under sections 56(2)(a)(ii) and (iii) of the Act.

In addition, I find the Landlord has established, pursuant to section 56(2)(b) of the Act, that it would be unreasonable and unfair for the Landlord and other occupants to wait for a notice to end the tenancy under section 47 to take effect. I am satisfied that the extremely unsanitary condition of the rental unit poses an immediate and severe risk to

the health and safety of other occupants in the building. I find the Landlord has a duty to ensure the health and safety of the other occupants of the rental property. I further find that if the rental unit is not cleaned up promptly, there is an immediate and significant risk of damage to the Landlord's property caused by the filth and rodent pests. Therefore, I find it would be unreasonable and unfair for the Landlord and other occupants to wait for a notice under section 47 to take effect.

Having found the requirements in sections 56(2)(a)(ii), 56(2)(a)(iii) and 56(2)(b) of the Act to be met in the circumstances, I conclude that this tenancy should be ended early.

Conclusion

The Landlord has met the burden of proving that the tenancy should end early.

Pursuant to section 56(2) of the Act, I order that the tenancy is ended the date of this decision, July 11, 2022.

Pursuant to section 56(2), I grant an Order of Possession to the Landlord effective two (2) days after service upon the Tenant. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 11, 2022

Residential Tenancy Branch