



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as they say the Tenants pose an immediate and severe risk to persons and/or property; and to recover the \$100.00 cost of their Application filing fee.

The Landlord, F.A., and the Tenants, B.C. and B.V., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenants said they had received the Application and the documentary evidence from the Landlord and had reviewed it prior to the hearing. The Tenants confirmed that they had not submitted any documentary evidence to the RTB or to the Landlord.

### Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application, and the Parties confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing

and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Are the Landlords entitled to an early termination of the tenancy agreement, and an order of possession?
- Are the Landlords entitled to recovery of their \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed-term tenancy began on May 18, 2021, and ran to May 18, 2022, and then operated on a month to month basis. They agreed that the tenancy agreement requires the Tenants to pay the Landlords a monthly rent of \$1,200.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlords a security deposit of \$600.00, and no pet damage deposit.

In the hearing, I asked the Landlord why I should end the tenancy early and give him an order of possession of the residential property. The Landlord said:

My Tenants have been very difficult, not complying with my or the City's requests to keep the place tidy. Every time I ask them to clean up pursuant to the Bylaws, they give another future date to get it done. They abuse Bylaw officers, saying they are bullies.

I said talk to the City yourself about this, and he said, 'it's your responsibility and to pay it yourself'. There was a complaint by neighbours to the City. She said she was affected by the unhealthy and unsightly property.

The City follows up with me. [B.V.] has converted the garage into a car mechanic's workshop. There are seven or eight derelict cars there. They have chemical containers of oil, gas, and other chemicals. We might end up with anything happening – it is a safety concern. I have given him enough time to get this sorted. And he is very impolite and abusive to us, so these are my major issues.

The Tenants responded, as follows:

The original complaint was due to a blackberry bush that had to be dealt with. Then there are too many vehicles, but we've disposed of two. The aerosol cans have been removed. No one has been here in months.

I have not been impolite to this fellow. Everything he states I've done isn't true. The garage was a garage when we rented it. The condition hasn't changed. I don't do car maintenance, except on my own vehicles. She has two cars and I have three.

I was not impolite or difficult. The Bylaw Officer was very aggressive and I initially complained about this Bylaw Officer. He yelled and screamed, and I felt he was biased against the Landlord. I requested a different officer. I said I'd go to bylaw office. The Bylaw Officer asked him to evict us.

I asked the Tenants if they had seen the Bylaw Notices the Landlord had received. They said:

The \$350.00 ticket he emailed me once, and the only reason he was able to talk to the neighbours, is because I introduced them to the Landlord. The Bylaw Officer was very aggressive and I said things on [the Landlord's] behalf. They have never shown up together. We've only seen the Bylaw Officer three times. And he didn't have a mask on. I complained, because I have an elderly mother, and that's what's been going on. We seem to be in an adversarial situation.

The Landlord's pictures are old from the Bylaw Officer. He told me twice that Bylaw Officer told him to evict us.

I asked the Tenants if the Landlords' photographs represent what the property currently looks like. They said:

No, I've been cleaning it up and getting rid of vehicles. I had to scramble to get appliances organized. I'm also quite ill lately, so it takes more time. We've been sorting through things to get ready to move. All the aerosols are gone, there are less vehicles. The house is scheduled for demolition. None of these areas can be seen from the street or by neighbours. We've lived here for over 10 years prior to this tenancy, and we've never had a Bylaw complaint

I asked the Tenant that if their belongings on the property could not be seen by neighbours, then why did one complain to the Landlord about it? [B.V.] said: "Originally it was about a blackberry bush. The previous landlord had asked her to cut back her bushes."

The Landlord responded:

I keep visiting the property. It is still in the same state. He doesn't let me in, of course. He abused my cousin when we tried to enter. I've uploaded pictures from the last three weeks. I took them from the neighbour's property from the end of June. There are still vehicles there – there's no clarity on what they've removed and what not.

I said we'd hired people to clean the property - we paid from our own pockets - but he didn't allow us to touch the cars, just the vegetation and overgrown bushes. He's still using it as a repair shop - using it for commercial purposes. The Bylaw Officer never bullied me; those are his words. The Bylaw Officer did get upset about the lack of progress. I was out of the country, and when I returned, [the Bylaw Officer] gave us the tickets. The Bylaw Officer said I am responsible for the property.

I asked the Landlord about the safety risks, and he said:

They have kept inflammable products there - gas cans, chemical containers, cleaning liquids. This is all outside the garage – I've clicked some pictures of them. I'm concerned that there might be a fire on the property. It's a direct risk to the property, as well as the people living in it.

I asked the Landlord about the condition of the property when he bought it. He said:

When I entered the property, it wasn't in a good state. We were looking for a bigger house; we thought we will redevelop and then move in. It's still in the process. Once we get all the permits, I said, 'we'll let you know in advance.' I don't have anything bad for these people.

The Landlords submitted a letter they received from the Bylaw Enforcement Officer dated October 3, 2021. This includes:

Re: Untidy or Unsightly Premises at [residential property address]  
Legal Description: [. . .] (the "Property")

Our records indicate that you are the registered owner(s) of the Property. A recent inspection has revealed that the Property is unsightly.

For your information, [City Bylaw No. XXXXX] prohibits a property owner from allowing a property to become unsightly. At the time of our inspection, there was

overgrown grass and vegetation, wrecked and derelict vehicles, auto parts, aerosol cans, scrap metal, appliances, tires, trash bags, chemical containers, ripped tarps, . . . rubbish and debris on the Property, making it unsightly.

. . .

In the letter from the City dated October 27, 2021, the same Bylaw Enforcement Officer wrote:

Re: Untidy or Unsightly Premises at [residential property address]  
Legal Description: [. . .] (the "Property")

Subsequent to our letter of October 3, 2021, we have conducted another inspection of the Property which shows that the Property is still unsightly. We intend to enter onto the Property to have it cleaned up.

Our cost for performing this work will be approximately \$3,545.25. This cost will be billed to you and if you do not pay the costs to the City, they will be added to your Property taxes in arrears.

### **Hazardous or Special Waste Material Notification**

This estimate does not include the cost of testing, removal, special handling or disposal fees related to the removal of hazardous or special waste including asbestos. Any such additional costs will be included in the amount invoiced to the property owner. .

[emphasis in original]

The Landlords also submitted photographs of the residential property, which include photographs of the outside of a house with: A boat, two vehicles, chairs, aerosol cans and dirty rags, a barbecue, a ladder, pieces of wood, a hose, a suitcase, propane tanks, and other items leaning against the side and back of the house.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, the Landlords must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require them to wait for a notice to end the tenancy

under section 47 of the Act to take effect. Section 56 (2) of the Act authorizes a Landlord to evict a tenant, if:

(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,

The Landlords alleged that the Tenants pose an immediate and severe risk to the residential property, other occupants or the Landlord.

Having reviewed the documentary submissions, and the testimony of the Landlord, I find that they have not met that burden.

The letters from the City Bylaw Enforcement Officer clearly labels the issues with the property being that it is “untidy” or “unsightly”. The second letter addresses the removal of hazardous or special waste, but the letters do not describe this property as a safety hazard. Further, the letters are both dated October 2021, and the Tenants have said they have cleaned up much of the debris since then, and have not seen a Bylaw Officer for months.

Based on the evidence before me overall, I find that the Landlord has not provided sufficient evidence to establish on a balance of probabilities that the Tenants’ actions meet the level required of section 56 of for an eviction. Rather, I find that the City is more concerned with the unsightliness of the residential property, not the safety or urgency of the situation.

Due to these conclusions, I therefore find that the Landlord has not proven that the Tenants have significantly interfered with or unreasonably disturbed another occupant and the Landlord, as well as put the Landlord's property at significant risk.

Having made this finding, I dismiss the Landlord's Application wholly without leave to reapply.

### Conclusion

The Landlord's Application is unsuccessful. The Landlord failed to provide sufficient evidence to meet the requirements of section 56 of the Act. As such, the Landlord's Application is dismissed wholly without leave to reapply.

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 15, 2022

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Residential Tenancy Branch