



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Regius Investment Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant on October 4, 2022, under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice).

The hearing was convened by telephone conference call at 11:00 A.M. (Pacific Time) on February 16, 2023, and was attended by the Tenant and two agents for the Landlord (Agents). All testimony provided was affirmed. As the Agents acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and stated that there are no concerns regarding the service date or method, the hearing proceeded as scheduled. As the parties acknowledged receipt of each other's documentary evidence, and raised no concerns with regards to service dates or methods, I accepted the documentary evidence before me for consideration. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that recordings of the proceedings are prohibited and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration as set out above, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses confirmed in the hearing.

Preliminary Matters

Preliminary Matter #1

At the hearing the parties agreed that two of the applicants named (A.D. and A.D.2.) are minor occupants of the rental unit and not tenants under the tenancy agreement. With the consent of the parties, the application was amended to remove them as named applicants.

Preliminary Matter #2

The Agents stated that the name given for the Landlord in the Application is not the full legal name of the Landlord, which is shown on the tenancy agreement. With the consent of the parties, the Application was amended to show the full legal name for the Landlord, which is a corporation.

Preliminary Matter #3

Although the parties engaged in settlement discussions during the hearing, a settlement agreement could not be reached between them. As a result, I proceeded with the hearing and rendered a decision in relation to this matter under the authority delegated to me by the Director of the Residential Tenancy Branch (Branch) under Section 9.1(1) of the Act.

Issue(s) to be Decided

Is the Tenant entitled to cancellation of the One Month Notice?

If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The One Month Notice in the documentary evidence before me is on a 2021 version of the Branch form, is signed and dated September 25, 2022, has an effective date of October 31, 2022, and gives the following reasons for ending the tenancy:

- The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord;
- The Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant; and
- The Tenant or a person permitted on the property by the Tenant has put the landlord's property at significant risk.

In the details of cause section of the One Month Notice it states that repeated requests have been made for the Tenant to clean and declutter, which has not been done, and that four visits have been made to the rental unit by a pest control company.

The parties agreed that the One Month Notice was personally served on the Tenant on September 25, 2022.

The Agents stated that the Tenant has not maintained reasonable health, cleanliness, and sanitary standards throughout the rental unit, resulting in or exacerbating a rodent issue at the property. The Agents stated that they have given the Tenant many opportunities to clean and declutter the rental unit and even offered to have it cleaned at the Landlord's expense, which was refused. The Agents stated that despite numerous inspections, the state of the rental unit has not improved, and that rodents cannot effectively be deterred as a result, because the Tenant is leaving out too many rodent attractants, is not regularly cleaning to eliminate rodent urine and droppings, and the rental unit is so cluttered that pest control efforts are not effective as all areas of the rental unit cannot be reached by the pest control company. The Agents also stated that the Tenant refused pest control efforts on at least one occasion.

As a result of the above, the Agents stated that the Landlords property is at risk and other occupants of the property are being affected by the rodents.

The Tenant denied the agents' claims that the property is at risk and that they are significantly interfering with or unreasonably disturbing other occupants of the property, as it is their understanding that the rodent problem pre-existed the start of their tenancy. Although they acknowledged that the rental unit is messy and that they cannot do things

like clear the dishes off the counter every day, they stated that the level of mess varies and that they consider the rental unit to be reasonably clean and it “working on it”. The Tenant also stated that they could have used more instruction and guidance.

Both parties submitted documentary evidence for my consideration including but not necessarily limited to copies of written communications between them, pest control reports/invoices, and photographs.

Analysis

Based on the documentary evidence and affirmed testimony before me for consideration, I am satisfied that the Tenant was served with the One Month Notice on September 25, 2022, and that they disputed it within the timeline set out under section 47(4) of the act.

Is the Tenant entitled to cancellation of the One Month Notice?

For the following reasons I dismiss the Tenant’s Application seeking cancellation of the One Month Notice. First, I find the pest control reports and photographs before me from the Landlord compelling, and they satisfy me that the rental unit not reasonably clean and that the lack of cleanliness is exacerbating a rodent issue at the property. Second, the Tenant themselves acknowledged at the hearing that the rental unit is messy and that they cannot do things such as clear the dishes off the counter daily. As food is a major rodent attractant, I find this detail significant. Third, the communications before me between the parties makes it clear to me that the Tenant has been provided with numerous opportunities to bring the state of the rental unit up to the standard required by the Act without success.

As a result, I am satisfied that the Landlord has grounds under section 47(1)(d)(ii) and (iii) of the Act to end the tenancy as the property as the Tenant has repeatedly failed to bring and keep the state of cleanliness of the rental unit up to the standard of cleanliness required by section 32(2) of the Act, which has exacerbated a rodent issue at the property.

Is the Landlord entitled to an Order of Possession?

As I have dismissed the Tenant’s Application seeking cancellation of the One Month Notice as set out above, and as I am satisfied that the One Month Notice complies with

section 52 of the Act, I therefore grant the Landlord an Order of Possession. At the hearing the Tenant requested as much time as possible to vacate the rental unit if their Application was dismissed, and the Agents stated that the Landlord would be amenable to an Order of Possession effective in a few months, perhaps the end of June. As a result, and pursuant to sections 55(1), and 68(2)(a) of the Act and Residential Tenancy Policy Guideline (Policy Guideline) #54, I therefore grant the Landlord an Order of Possession effective June 30, 2023.

Conclusion

The Tenant's Application is dismissed without leave to reapply.

Pursuant to section 55(2)(b) of the Act, I grant an Order of Possession to the Landlord effective at **1:00 P.M. on June 30, 2023, after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and 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: March 16, 2023

Residential Tenancy Branch