



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding WADHAWAN INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC

Introduction

This dispute relates to a tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- Cancel a 1 Month Notice to End Tenancy for Cause dated February 16, 2023 (1 Month Notice),
- Order landlord to comply with the Act, Regulation or tenancy agreement.

The tenant and the agent attended the teleconference hearing and were affirmed. The parties confirmed that they had exchanged their documentary evidence, had the opportunity to review that evidence and were given the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed that they had received and reviewed evidence from the other party prior to the hearing, I find that both parties were sufficiently served under the Act.

Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

The parties also acknowledged that two 1 Month Notices were issued, alleging the same thing. As a result, I will refer to the February 16, 2023, and March 1, 2023 notices as Notices for the remainder of this hearing when speaking of both notices and Notice when speaking only of the February 16, 2023.

Issues to be Decided

1. Should the 1 Month Notices be cancelled?
2. If yes, should the landlord be ordered under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on December 15, 2017, and converted to a month-to-month tenancy after January 1, 2019. Rent is due on the first day of each month.

A copy of the 1 Month Notice was submitted in evidence. The second 1 Month Notice was not submitted. The tenant confirmed being served with the 1 Month Notice on February 16, 2023, the date it was signed by the landlord. The tenant disputed the 1 Month Notice on February 25, 2023. The effective vacancy date is listed as March 18, 2023, which the parties were advised during the hearing automatically corrects under section 53 of the Act to March 31, 2023, as rent is due on the first day of each month.

In addition, the landlord confirmed that the tenant had paid for use and occupancy for June 2023. As a result, the parties were advised that the best-case scenario for the tenant was that I cancelled the 1 Month Notice, and the worst-case scenario would be that I uphold the 1 Month Notice and issue an Order of Possession for June 30, 2023, at 1:00 p.m.

The 2 causes listed on the 1 Month Notice are:

- and employment has ended.
- ☒ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
 - ☐ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the property.
 - ☐ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.
 - ☒ Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.

The "Details of Cause" section listed on the 1 Month Notice states as follows:

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

The tenant has been told multiple times over the past 5 months to keep the premises clear of debris and has not cleaned up. This has resulted in fines from the city for over 1000.00 dollars. I have attached both tickets and given them to the landlord. They also have damaged a city sign that is on the property. The City By-Law department is always around because of the mess that they create with the junk in the front and back of the home. I have text messages showing me trying to reach out the tenant to clean the property. The garbage that is built up is causing damage to the property as rodents live in this garbage.

The landlord supplied 3 bylaw fines dated December 1, 2022, February 2, 2023 and March 21, 2023. The tenant confirmed that around December 10, 2022, the landlord made the tenant aware of the bylaw fine for unsightly property/premises. The tenant admitted that their roommate about 6 years ago, who has lived in the rental property has a hard time maintaining all their belongings and does not dispute that the property is unsightly has a result.

The tenant also confirmed that the tenant pays the rent, and their roommate pays them so both parties were advised that the tenant is responsible for their roommate and guests during a tenancy.

The tenant claims the landlord is responsible for keeping the property in a reasonably clean condition, which I advised the tenant they were incorrect about. It is the tenant's responsibility to maintain their personal belongings/items in a sightly manner under the Act.

Analysis

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

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. I have considered the testimony and documentary evidence, and I am satisfied that the landlord has provided sufficient evidence to support that the tenant was warned on two occasions about bylaw fines related to unsightly property/premises. I also find that the tenant failed to do anything meaningful by cleaning up the rental property and instead has incorrectly claimed the landlord is responsible, which I find the landlord is not. Therefore, I find the tenant breached the local bylaw and committed an illegal act in the process likely to damage the landlord's property.

I find the tenancy ended on the corrected effective date, which automatically corrects under section 53 of the Act to **March 31, 2023, at 1:00 p.m.** Pursuant to section 55 of the Act, I have reviewed the 1 Month Notice and find that it complies with section 52 of the Act and therefore, I grant the landlord an order of possession effective **June 30, 2023, at 1:00 p.m.** This date has been used as money for use and occupancy has been paid by the tenant for June 2023.

I find the second 1 Month Notice is moot as the tenancy ended based on the first 1 Month Notice.

Conclusion

The tenant's application is dismissed without leave to reapply. The tenancy ended on March 31, 2023, at 1:00 p.m. The landlord is granted an order of possession effective June 30, 2023, at 1:00 p.m., which must be served on the tenant. Should the landlord require enforcement of the order of possession, the landlord may apply in the Supreme Court.

The tenant should be aware that if the tenant does not comply with the order of possession, the tenant may be responsible for all enforcement costs including court costs and bailiff fees.

This decision will be emailed to both parties. The order of possession will be sent by email to the landlord only for service on the tenant.

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 15, 2023

Residential Tenancy Branch