



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC

Introduction

This dispute relates to the Tenant's February 6, 2023 Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice).

Issue(s) to be Decided

Does the 1 Month Notice end the tenancy?

Background and Evidence

The rental unit is the main suite and 1 of 5 side by side duplex living units. Both parties confirm the tenancy agreement, with \$1,604.72 monthly rent to be paid on the first day of each month.

The Landlord advises they first noticed excessive hoarding of material and provided written notice to remove the garbage and excessive materials in May 2022. The Landlord states the items were moved to the garage, beside the front door or to the inside of the unit. The Landlord provided photographs of the living room, kitchen, hallway, bedroom and garage, all showing an excessive number of items stored in the unit.

In January 2023, the Landlord states other occupants of the property advised of a strong odour, increased mice activity in their units, such as scratching in the walls, increased mice pellets and damage to walls and electrical wires. Upon entering the Tenant's suite on January 9, 2023, the Landlord noticed a strong odour, mice pellets, dead mice, garbage, boxes and hoarding of materials. The Landlord attempted to access the attic to place traps, however, entry was completely blocked. The Landlord

states the initially agreed to an additional week and then the end of January 2023 for the Tenant to clear items. The materials were not removed and access continued to be blocked.

As a result, on January 29, 2023 the Landlord issued a 1 Month Notice to End Tenancy for Cause. The Tenant disputed the 1 Month Notice on February 6, 2023 which is within the 10 day timeline provided for under section 47 of the *Act*. The effective date is February 28, 2023.

The Landlord selected four grounds to end the tenancy including that the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord and placed the Landlord's property at significant risk.

The situation has not improved since the Landlord issued the Notice. The Landlord (GM) resides on the main floor, directly below the Tenant. The Landlord reports increased mice activity over the past 5 months, and reports paying \$500 per month to pest control companies, to include Pest Detective and Pest Busters. The Landlord states 80 mice were found in the Tenant's suite. The Landlord provided a letter dated April 24, 2023, detailing observations of excessive material items and garbage, and steps taken to professionally service the property through pest control companies.

The Tenant states rodent activity has been an ongoing issue, as the property has been serviced for rodent activity since May 2020. The Tenant indicates openings in the unit, stating mice can enter. The Tenant states the Landlord failed to address the mice activity from January to May 2023.

The Tenant admits to many material items resulting from a previous move, and states they were not unpacked properly. The Tenant reports securing a storage container to transfer material items from her current rental unit. The Tenant reports suffering from an injury in August 2022 and a reinjury in January 2023, stating they were unable to address the material items and storage situation.

Analysis

- Does the 1 Month Notice end the tenancy?

The Landlord provided photographs of excessive material items, with limited room to maneuver in the unit. Items are stacked to the ceiling throughout the unit and entire rooms are inaccessible. The accumulation of material items in this way provides a

greater opportunity for something to ignite and the narrow pathways through the material impedes escape for occupants and makes firefighting difficult. The rodent infestation cannot be addressed when access is blocked and the infestation is affecting other occupants of the residential property.

Under Section 32 (2), the tenant has the responsibility to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The Tenant indicates recent efforts to mitigate the hoarding situation, such as increased cleaning and rental of a storage container. I doubt the 8' x 20' shipping container could provide sufficient space to store the amount of material items evident in the photographs. The Tenant did not provide any evidence to establish that they have reduced the excessive material since the 1 Month Notice was issued.

I find the Landlord has provided sufficient evidence to support a reason to issue the 1 Month Notice for Cause because the accumulation of excessive material items and rodent infestation has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord and put the Landlord's property at significant risk. I find the 1 Month Notice has ended the tenancy effective the date of February 28, 2023. The Landlord is entitled to an order of possession.

Conclusion

The Tenant's application is dismissed, without leave to reapply.

The Landlord is granted an order of possession effective two days after service. The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to comply, the order may be enforced in the BC Supreme 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: June 05, 2023

Residential Tenancy Branch