

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with the Landlords' Application for Dispute Resolution under the Act for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant, their advocate M.B., and witness S.S. attended the hearing for the Tenant.

The Landlords' agent, J.P. attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

On behalf of the Tenant, M.B. submitted that they served the Proceeding Package for claim 910204007 and their evidence on the Landlords by registered mail on July 7, 2025, and by email on July 10, 2025. On behalf of the Landlords, J.P. acknowledged receipt of the Proceeding Package and the Tenants' evidence. I therefore find the Landlords were served in accordance with sections 88 and 89 of the Act.

On behalf of the Landlords, J.P. testified that they served the Tenant with the Proceeding Package for claim 910204967 by email on July 10, 2025, and that they served the Tenant with the Landlords' evidence by email on July 17, 2025. On behalf of the Tenant, M.B. acknowledged receipt of the Proceeding Package and the Landlords' evidence. I therefore find the Tenant was sufficiently served in accordance with section 71(2)(c) of the Act.

Issues to be Decided

Should the Landlords' One Month Notice be cancelled?

Is the Tenant entitled to an order requiring the Landlords to comply with the Act, regulation or tenancy agreement?

Are the Landlords entitled to an Order of Possession based on the One Month Notice?

Are the Landlords entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The parties agreed that this tenancy began on April 1, 2024, with a current monthly rent of \$1,200.00, due on the first day of the month, and a security deposit in the amount of \$600.00.

On behalf of the Landlord, J.P. submitted that the One Month Notice was served to the Tenant on June 23, 2025, by attaching it to the Tenant's door and by email. The Tenant confirmed that he received the One Month Notice on or around June 23, 2025. A copy of the One Month Notice was included in evidence, which included the following reason for cause:

- Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

Under "*Details of Cause*", the One Month Notice indicates that exposed needles were found in the recycling bin and in the grass at the rental property, and that this poses a health hazard for other occupants. J.P. submitted that on May 20, 2025, the Landlords found needles in the recycling bin on the property. The Landlords issued a warning letter to the Tenant about proper disposal of needles. The warning letter states that sharps need to be disposed of in "the proper containers, not in the recycling box." J.P. submitted that on June 20, 2025, the Landlords found more needles on the ground near the garbage bin, which led to the Landlords issuing the One Month Notice.

J.P. submitted that the Landlords live on the main floor of the property and feel unsafe due to the improper disposal of needles. The Landlords provided photographs showing needles in the recycling bin and on the ground near the garbage bin. The Landlords also provided letters from two other occupants. One of these letters indicates that used needles were found improperly discarded, creating a serious health and safety hazard. The other letter focuses on noise issues that are unrelated to the claim regarding the disposal of needles.

The Tenant testified that after receiving the warning letter on May 20, 2025, they immediately went outside to clean up the yard and secure the garbage with a bungee cord. The Tenant testified that they do dispose of needles in a sealed container, which is a yellow plastic container that is designated for sharps. The Tenant submitted a photograph of this container as evidence.

The Tenant submitted that the three units at the rental property had previously been sharing one small garbage bin. However, the Tenant submitted that prior to the hearing the Landlords obtained a larger garbage bin for the property, which they believe will improve matters going forward.

The Tenant testified that they disposed of their needles in a designated sharps container, which they then placed in the household garbage. The Tenant stated they do not know how the needles ended up in the recycling bin and on the grass, but suggested that wildlife, such as birds or raccoons, may have accessed the overfilled garbage bin and caused the spillage. Witness S.S. testified that the Tenant was at their house the weekend of June 20, 2025, and theorized that birds must have got into the garbage while they were away.

The Tenant testified that they now understand that the sharps container should not be disposed of in the household garbage and committed to properly disposing of the sharps container through health authorities or pharmacies going forward.

Analysis

Should the Landlords' One Month Notice be cancelled?

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47 of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

As the Tenant disputed this notice on July 3, 2025, and since I have found that the One Month Notice was served to the Tenant on June 23, 2025, I find that the Tenant has applied to dispute the One Month Notice within the time frame allowed by section 47 of the Act. I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

Issues Not Listed on the Notice

When a tenant disputes a landlord's notice to end tenancy, the onus to prove the reasons for ending the tenancy falls upon the landlord pursuant to Rule 6.6 of the RTB *Rules of Procedure*. In order for a landlord to prove the reasons for ending the tenancy, the landlord must first supply the tenant with a description of the events that leads them

to seek an end to the tenancy. This formal requirement is made clear in the instructions to the landlord, written directly on the form under “*Details of Cause*”: *Describe what, where and who caused the issue and indicate dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.*

Section 52(d) of the Act states that in order to be effective, a notice to end tenancy must be in writing and must state the grounds for ending the tenancy.

For these reasons, I will only consider the issue recorded on the One Month Notice, which is that exposed needles were found in the recycling bin and in the grass on May 20, 2025, and June 20, 2025, and that this improper disposal of sharps is a health hazard for other occupants.

Seriously Jeopardized the Health or Safety or Lawful Right of Another Occupant or the Landlord

Policy Guideline #55 explains that the legislation uses strong wording like “significantly” to ensure that a landlord can only end a tenancy where the conduct meets the above criteria. In *Wall v. The Kettle Friendship Society*, 2024 BCSC 1417, the court found that for a tenancy to be terminated under section 47, the tenant must have engaged in serious misconduct that seriously affected the landlord or the other tenants of the building. In other words, to justify ending a tenancy, the circumstances must be significantly detrimental to the landlord, or the tenant must have engaged in serious misconduct.

In this case, I accept the Tenant’s testimony that the needles were initially disposed of in a designated sharps container, which was then placed in the household garbage. While I acknowledge the Landlords’ concerns regarding exposed needles found in the recycling bin and on the grass, I accept that the Tenant did not intentionally dispose of the needles in this manner and that the spread of the garbage, and consequently the needles, was likely caused by wildlife or other external factors.

Although the presence of exposed needles constitutes a safety hazard, I note that the warning letter issued on May 20, 2025, advised the Tenant to use proper containers and avoid placing sharps in the recycling bin. However, it did not inform the Tenant that it was not appropriate to place the “proper container” in the household garbage. At the hearing, the Tenant demonstrated an understanding of the proper disposal method, committing to bring the sharps container to a health authority or pharmacy going forward.

In light of the above, I do not find that the Tenant’s actions amount to serious misconduct as contemplated by section 47. The disposal method used, while imperfect, does not meet the threshold of significantly detrimental conduct required to justify ending the tenancy. The Tenant has taken corrective steps, and I find it unlikely that similar incidents will recur.

Accordingly, I find that the Landlord has not established, on a balance of probabilities, that the incidents on May 20, 2025, and June 20, 2025, satisfy the criteria for ending the tenancy on this ground. However, should the Tenant dispose of sharps in the household garbage again, this could be cause for the Landlord to issue another Notice to End Tenancy for Cause.

For the above reasons, the Tenant's application is granted for cancellation of the One Month Notice under section 47 of the Act. The One Month Notice dated June 23, 2025, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

Is the Tenant entitled to an order requiring the Landlords to comply with the Act, regulation or tenancy agreement?

Section 62 of the Act states that an arbitrator may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

The Tenant had applied for the Landlords to supply enough garbage bins for the property. However, the Tenant submitted that the Landlords had already obtained a larger garbage bin prior to the hearing, which they believe will address this issue going forward.

Therefore, I find that this issue was dealt with by the parties prior to the hearing and I dismiss the Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement, with leave to reapply if the larger garbage bin does not resolve the issue.

Are the Landlords entitled to an Order of Possession based on the One Month Notice?

As I have granted the Tenant's application for cancellation of the One Month Notice, I find that the Landlords are not entitled to an Order of Possession based on the One Month Notice. For the above reasons, the Landlords' application for an Order of Possession based on a One Month under sections 47 and 55 of the Act is dismissed, without leave to reapply.

Are the Landlords entitled to recover the filing fee for this application from the Tenant?

As the Landlords were not successful in this application, the Landlords' application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

The Tenant's application is granted for cancellation of the One Month under section 47 of the Act.

The Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, with leave to reapply.

The Landlords' application for an Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act is dismissed, without leave to reapply.

The One Month Notice of June 23, 2025, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the Act.

The Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, 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 Act.

Dated: August 11, 2025

Residential Tenancy Branch