

DECISION

Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause (the "One-Month Notice")
- compensation for monetary loss/other money owed
- provision of services/facilities as agreed to
- change the locks to the rental unit.

The Tenant filed a subsequent Application, on October 5, 2025, for cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice").

The Landlord and the Tenant attended the scheduled hearing.

Service of Notice of Dispute Resolution Proceeding and evidence

In the hearing, the Landlord confirmed the Tenant's service of the Notice of Dispute Resolution Proceeding associated with the Tenant's October 1 2025 Application.

The Landlord provided evidence to the Tenant via email and attached to the door of the rental unit. I find the Landlord completed service as required for this hearing.

Preliminary Matters

At the start of the scheduled hearing, the Landlord provided that they did not receive the Notice of Dispute Resolution Proceeding associated with the Tenant's second Application of October 5, 2025, to dispute the 10-Day Notice. The Landlord also stated their intention to withdraw the 10-Day Notice. For this reason, I dismiss the Tenant's Application. Given that the Landlord withdrew the 10-Day Notice, I grant no order of possession associated with this tenancy-end notice.

The Tenant entered the conference call hearing 40 minutes after the hearing commenced at 9:30am. For this reason, I sever the Tenant's claim for compensation, authorization for a change of locks at the rental unit, and the Landlord's provision of services/facilities.

The *Residential Tenancy Branch Rules of Procedure* grant an arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. Rule 2.3 describes "related issues", and Rule 6.2 provides that an arbitrator may refuse to consider unrelated issues:

... if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply

The matter of urgency here is the possible end of this tenancy. The most important issue to determine is whether the tenancy is ending, based on the One-Month Notice that the Landlord issued.

In line with this, I dismiss the following issues, with leave to reapply:

- compensation to the Tenant for monetary loss/other money owed
- authorization to change the locks at the rental unit
- the Landlord's provision of services/facilities required by law

Issues to be Decided

- Is the One-Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?

Background and Evidence

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

The Landlord had the opportunity to address the matter of the tenancy, which was not documented in this matter. They provided that the tenancy moved into the rental unit – which is the basement at the Landlord's home – in October 2023.

The Landlord confirmed the monthly rent amount was \$600. The Landlord described receiving the monthly rent amount that is assigned to them via the Tenant's income supplement, approximately the 18th of each month, in order to have the following month's rent paid by the 1st.

In the hearing, the Landlord confirmed that the Tenant paid a security deposit and a pet damage deposit, each for \$300.

As set out on the Tenant's Application, the Landlord served the One-Month Notice to the Tenant by attaching it to the door of the rental unit on September 21, 2025. The document in the evidence, provided by the Landlord, bears the Landlord's signature dated September 18, 2025.

The One-Month Notice sets the tenancy end-date at October 18, 2025.

On page 2 of the document, the Landlord indicated the following:

- Tenant . . . has
 - significantly interfered with or unreasonably disturbed another occupant or the landlord
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - put the landlord's property at significant risk.
- Tenant . . . has engaged in illegal activity that has, or is likely to damage the landlord's property
- Tenant . . . has caused extraordinary damage to the unit/site or property
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

In the hearing, the Landlord, upon my clarification, confirmed that the Tenant had paid deposits.

In the 'details' space on page 2, the Landlord provided the following:

[Tenant] has refused to sign an agreement. There is no rental contract. [Tenant] is not paying rent. This is a shared space.

[Tenant] is aggressive and threatening to me and my visitors.

[Tenant] has 10 cats which have saturated the floors and baseboards with waste. [Tenant] refuses to clean up after the cats. The cats do not receive food/water.

There is moldy food everywhere in the space. There is drug paraphernalia throughout the space. There is broken glass throughout the space. [Tenant] has repeatedly overloaded the laundry machine and it is now unusable/broken. The machine is less than 2 years old.

The floors, baseboards need to be replaced. There is damage to the walls which needs to be repaired and painted. Cabinets and furniture has been destroyed and needs to be disposed of. There is piles of garbage blocking paths of egress.

The smell is unbearable. I have cleaned well over 100 piles of cat feces off the floor in the space of 1 week.

In a written submission they prepared for this hearing (which the Landlord provided they served to the Tenant), they listed the following:

- kitchen and stove not provided owing to the layout of the basement
- the furnace control for the home is in the basement
- the Landlord often assisted the Tenant with household chores; the Tenant does not clean the basement and “leaves it in horrible condition”
- the Landlord is 78 and has asthma
- the two agreed-to cats over time became, as currently reside in the rental unit as of mid-September
- on their July 29 visit to the rental unit the Landlord observed a number of piles of garbage, and mess owing to the cats throughout – this caused damage to the floors in the rental unit
- the Landlord observed a stove installed in a haphazard fashion, the ceiling fan uninstalled, and loose wiring
- the Landlord served the One-Month Notice to the Tenant on September 17
- the Tenant’s mother communicated to the Landlord in a harsh manner, via text message, as well as “verbally abusive . . . including yelling at [the Landlord] and threatening to end her life”
- the laundry is not accessible, owing to the garbage and other piles left by the Tenant in the rental unit – the washer/dryer are not functioning, and repair efforts came to naught owing to repair tech’s observations that they cannot properly access the machines for service

In sum, the Landlord described the “significant and unreasonable interference” as well as the basement condition being “a serious health and safety concern” that puts the Landlord’s property at “significant risk.”

In the hearing, the Landlord emphasized the technician for washer/dryer repair would not enter the area to repair, with the appliances being “barricaded” and dirty.

Also, the thermostat/heat control for the entire home is in the basement, and the Tenant is turning off the heat control. This poses a particular hazard in the coming colder months.

The stove, according to the Landlord and as shown in the provided photos, is not safe in its location, with an exposed cord wired into a receptacle on the wall. The Landlord clarified that they observed this stove in place in the rental unit in late September. The Landlord’s pictures span the time period of July through to October.

The clothes strewn throughout the rental unit may prove to be a fire hazard, adjacent to the improper and not-to-code stove installation. The Landlord cited the Tenant’s hoarding as also being the basis for the tenancy ending, including the shared space yard areas.

More recently, the police were called when the Tenant uttered a verbal threat against the Landlord.

The Landlord presented pictures in their evidence, showing the following:

- a number of feline present in the rental unit, along with their mess – the Landlord in the hearing stated they missed pictures of a more impactful nature, owing to their immediate need to clean up more serious messes
- the Tenant’s clothing/items strewn throughout in an unorganized fashion,
- a messy yard and storage area
- a stove in the rental unit with a rudimentary extension cord installed for its use
- a missing ceiling fan in the rental unit.

The Tenant in the hearing provided statements of rebuttal and questioned the Landlord’s true motives for ending the tenancy via the One-Month Notice. The text messages compiled by the Landlord in their evidence show that the Tenant challenged the Landlord on their motivation, when the Landlord’s previous statement suggested the rental unit needed to be renovated. When the Tenant challenged the Landlord on this, thereby clarifying that a different tenancy-end notice was needed, the Landlord then chose to end the tenancy via the One-Month Notice.

Additionally, the Tenant challenged the Landlord's other family member's need for the rental unit, attributing that as the more likely reason the Landlord was wanting to end the tenancy.

They provided that the Landlord was aware of the stove in the rental unit, with a stove previously installed by a prior tenant, and this was "not shown to be a problem" more recently.

Additionally, the number of cats present in the rental unit was because of the Landlord's own actions in allowing the cats to roam freely to/from the rental unit.

The Tenant emphasized in their statements that the Landlord was lying throughout this hearing process, and in the grounds listed for ending the tenancy.

Analysis

- *Is the One-Month Notice valid?*

The *Act* s. 47 provides that a landlord may issue an end-of-tenancy notice to a tenant if a landlord has grounds to do so. Upon receiving an end-of-tenancy notice under this section, a tenant may within 10 days dispute the notice at the Residential Tenancy Branch. If a tenant files such an application, a landlord bears the burden to prove the grounds for the end-of-tenancy notice.

The Tenant disputed the One-Month Notice on October 1, 2025. This is within the timeframe set out in the *Act*.

The Landlord issued the One-Month Notice on September 18 because of the Tenant's interference/disturbance, as well as the state of the rental unit. I find the condition of the rental unit is within the purview of the Tenant, and it remains in an unacceptable state. I find the Tenant's breach in this regard was significant and constitutes a health and safety hazard, as well as interference/disturbance to the Landlord, given the tension involved with communication about the issue. This constitutes health and safety risks, given the state of the rental unit and the impact on the rental unit property, namely what I find more likely than not is an exceeding level of damage to the flooring in the rental unit. The state of uncleanliness in the rental unit – which is something the Tenant can NOT blame the Landlord for – is unacceptable and constitutes a hazard or safety risk.

The *Act* s. 32 sets out the following:

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I find the Landlord provided sufficient evidence to show the Tenant breached this fundamental principle in the *Act*. As per the tenancy-end notice, this constitutes grounds for the Landlord to end the tenancy.

The Tenant pointed to the ulterior motive of the Landlord, both in terms of the Landlord's family member's own use, and the Landlord's desire to renovate in the rental unit. In providing a tenancy-end notice for *cause*, I find the Landlord is more directly addressing the source of the issue, which is the Tenant's negligence in maintaining the rental unit in a livable state. I find renovations, now necessitated by the condition of the rental unit owing to the Tenant's negligence, is secondary, and not the primary reason for ending the tenancy.

I also find the situation with the stove – in a rental unit that is not equipped for installation of such an appliance – constitutes a safety risk. The Tenant did not present a convincing account that the Landlord had authorized such an appliance to be installed in the past.

In sum, what the Tenant provided in the hearing – the Landlord's own conduct in handling the cats, and the Landlord's own negligence regarding the washing machine, as well as the repeated entries into the rental unit – is not sufficient evidence to outweigh what the Landlord provided. I find the Tenant's obligation to ensure a clean and livable rental unit is paramount, and I find the Landlord was not the cause of the deterioration of the rental unit as a livable space, it was the Tenant. I give greater weight to the Landlord's picture evidence that shows the state of the rental unit. This cannot be excused by the Tenant's assertion that the Landlord is entering improperly, or otherwise the source of difficulties for the Tenant.

For these reasons, I dismiss the Tenant's Application for a cancellation of the One-Month Notice. I find the One-Month Notice is valid given the Landlord's evidence and testimony in this hearing.

- *Is the Landlord entitled to an order of possession?*

The *Act* s. 55(1) provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and an application is dismissed, an arbitrator must grant a landlord an order of possession if the end-of-tenancy document complies with the requirements set out in s. 52 of the *Act*.

On my review, I find that the One-Month Notice complies with the *Act* s. 52 stipulations about form and content.

As per the *Act*, I find that the Landlord is entitled to an order of possession, as set out in the conclusion below.

Conclusion

I dismiss the Tenant's Application for the cancellation of the One-Month Notice, without leave to reapply.

I grant an Order of Possession to the Landlord effective by 1:00pm on November 15, 2025, after the Landlord's service of this Order of Possession on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order of Possession, the Landlord may file this Order of Possession with the Supreme Court of British Columbia, where it will be enforced as an Order of that Court.

I dismiss the Tenant's claims for compensation, lock change, and provision of services/facilities in the rental unit, with leave to reapply.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 31, 2025

Residential Tenancy Branch