

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

- Request for an Order of Possession based on the issuance of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

The Tenant attended the hearing and was accompanied by an advocate, M.S.

The Landlord attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant testified that she did not serve the Proceeding Package on the Landlord. The Landlord stated she was informed of the hearing after filing the cross application and stated she wished to proceed with the hearing. The hearing proceeded on that basis.

The Landlord testified that the Proceeding Package was served on the Tenant in person on November 16, 2025. The Tenant confirmed receipt of the Proceeding Package on this date. I find that Tenant was served in person in accordance with section 89(1) of the Act.

Service of Evidence

No evidence was received from the Tenant by the RTB. The Tenant confirmed no evidence was submitted in this application.

The Landlord testified that their evidence was included in the Proceeding Package, which served on the Tenant in person on November 16, 2025 and acknowledged receipt by the Tenant on that date. Based on the submissions before me, I find that the Landlord's evidence was served on the Tenant in accordance with section 88 of the Act.

Preliminary Matters – Severed Issue

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues.

At the commencement of the hearing, I determined that the issue of whether to uphold or cancel the One Month Notice was the primary issue before me and that the following issue listed on the Tenant's application was not related and would be dismissed with leave to reapply:

- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Leave to reapply is not an extension of any applicable time limit.

Issues to be Decided

Should the Landlord's One Month Notice be cancelled? If not, 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 to what I find relevant for my decision.

The parties agreed that this tenancy began on March 1, 2012, with a monthly rent of \$750.00, due on the first day of the month, with a security deposit in the amount of \$350.00 and a pet damage deposit of \$100.00. The Tenancy Agreement was submitted into evidence.

The Landlord testified that the One Month Notice was served on the Tenant in person on October 26, 2025. The Tenant acknowledged receiving the One Month Notice on October 28, 2025. A copy of the One Month Notice was submitted as evidence. The

effective date is November 30, 2025. The stated reasons for the One Month Notice are as follows:

Tenant or a person permitted on the property by the 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
- has caused extraordinary damage to the unit

Cockroach Infestation and Non-Compliance With Pest Control

The Landlord testified that the primary concern leading to the Notice was an ongoing cockroach infestation originating from the Tenant's unit. She stated that in the spring of 2025, all units in the building were treated by a pest control company, and all other tenants complied fully with the preparation and sanitation requirements issued by the pest control provider.

The Landlord testified that the Tenant failed to follow these protocols. She explained that the unit directly below the Tenant began reporting live cockroaches after the initial treatment. The Landlord testified that because the Tenant had been in the hospital at that time, she delivered eviction notices and preparation instructions so the unit could be cleaned and treated. Although the Tenant made some effort to tidy the unit, the Landlord stated that the Tenant "*hoards things*," which made it difficult for pest control to access walls and baseboards. The pest control company advised that they could not proceed with further treatment until the unit was properly cleared and sanitized.

The Landlord testified that on July 25, 2025, the pest control company conducted another inspection and confirmed that the infestation persisted in the tenant's unit due to ongoing sanitation issues. She stated that the tenant had been repeatedly instructed to remove accumulated belongings and clean the unit, but compliance was limited. A further inspection in September showed some improvement, but not enough to permit proper treatment.

The Landlord stated that the Tenant's unit contained "*ten times more cockroaches than anywhere else in the building*" and that the infestation continued to spread to the unit below, with live cockroaches reported again in mid-November. She expressed concern for the health and safety of other tenants and testified that this infestation could not be resolved while the tenant continued to disregard pest control requirements.

Although the Landlord testified that she would prefer for the Tenant to remain housed, she stated that she did not see any other way to protect the remaining tenants in the building.

Water Damage Incidents

The Landlord testified about multiple water-related incidents caused by the Tenant.

July 28, 2025:

The Landlord testified that the Tenant left water running in a plugged sink for over two hours, causing significant water damage. The Landlord testified that flooring in the Tenant's unit was damaged and that water leaked into the unit below, causing damage to the ceiling, flooring, and countertops of that unit. She stated that approximately one inch of standing water was observed leaking through the lower unit's ceiling.

Shared Shower – July 7, 2025:

The Landlord testified that while the Tenant's own shower was under repair, she used another tenant's shower and repositioned the showerhead toward the wall, soaking the drywall and floor. Despite being instructed not to repeat this behaviour, the Landlord stated that the Tenant did so a second time, resulting in further damage. The Tenant was then prohibited from using the other tenant's shower.

Fire and Smoke Hazards

The Landlord testified to two incidents involving fire risk.

June 12, 2025:

The Landlord testified that the Tenant left a kettle on the stove for more than two hours, resulting in smoke damage to the unit. During inspection afterward, the Landlord discovered that the Tenant had removed the batteries from the smoke detectors "years ago," creating an ongoing safety hazard.

May 18, 2025:

The Landlord testified that the tenant left the unit while cooking pasta sauce on the stove, causing the pot to burn and smoke to fill the unit and parts of the building.

Violation of Pest Control Storage Requirements

The Landlord testified that on April 15, 2025, the Tenant was observed bringing belongings back into her unit from the on-site storage container ("sea-can"). These items had been removed earlier due to infestation concerns and were required to remain in storage for a minimum of six months. The Landlord testified that returning these items violated pest control protocols and increased the risk of re-infestation.

The Landlord testified that the tenancy has involved repeated incidents of negligence, non-compliance with sanitation and pest-control requirements, and multiple safety hazards affecting other occupants. She stated that she issued the One Month Notice because these ongoing issues have created unsafe living conditions and have put the Landlord's property at significant risk.

She testified that, despite these concerns, she would allow the Tenant until January 31, 2026, to move out if needed.

The Landlord submitted the following evidence:

- Tenancy Agreement
- Text message correspondence between the Landlord and tenant regarding the issues
- Photos of the basement water damage
- Photos of the kitchen flooring water damage
- Photos of the bathroom damage
- Receipts for bathroom repairs
- Property Management invoice dated July 15, 2025 (\$1,751.46)
- Cost notes for “Carney Street Framing” (\$2,387.97)
- Invoice from Wetmore Mechanical (\$3,638.74)
- Pest Control invoice dated March 29, 2025 (\$834.75)
- Letter from pest control company outlining sanitation requirements and documenting lack of compliance in the tenant’s unit

The Tenant testified that prior to her hospitalization, she took all reasonable steps within her capacity to clean and downsize her unit in accordance with the Landlord’s requests. She stated that she removed carpeting, cleared clutter, and made significant efforts to organize the apartment. She described working full-time, eight-hour days, to complete these tasks and stated that she complied with all instructions provided by the Landlord.

The Tenant testified that she remains willing and able to take any further action necessary to address the Landlord’s concerns, including clearing additional items from the floor, downsizing as required, and implementing any protocols requested by the Landlord. She stated that she is capable and competent to maintain the unit and is willing to engage home care services to assist in keeping the apartment in compliance with pest control and safety requirements.

The Tenant also addressed her financial situation, noting that she had recently been awaiting Old Age Security payments, which affected her ability to pay rent. She emphasized that she is willing to continue residing in the unit and to comply with any reasonable protocols or requirements set by the Landlord.

Regarding the water damage incidents, the Tenant testified that the July 28, 2025 incident was accidental. She stated that some of the other reported damage pre-dated the current Landlord, relating to the kitchen floor, and that the previous Landlord was aware of these issues but did not address them. She asserted that some of the Landlord’s concerns are therefore invalid or overstated.

The Tenant emphasized that she is not incompetent, and that she has made and continues to make reasonable efforts to comply with the Landlord’s requests and maintain a safe and sanitary living environment.

M.S., the Tenant’s advocate, testified regarding the supports being arranged for the Tenant. M.S. explained that the Tenant has been assigned a case worker, M.C.,

through Northern Health, who is actively working with her to implement additional supports to help maintain the unit and comply with building protocols.

M.S. testified that these supports are still in the process of being put in place and will require time to be fully effective. M.S. emphasized that the purpose of these supports is to assist the Tenant in managing her unit, ensuring compliance with health and safety requirements, and addressing any ongoing concerns raised by the Landlord.

M.S. confirmed that the Tenant is willing and able to work with the case worker and other support services to meet the Landlord's reasonable expectations, and that these measures may take time to be fully implemented.

Analysis

Should the Landlord's 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.

The Landlord testified that the One Month Notice was served in person to the Tenant on October 26, 2025. The Tenant acknowledged receiving the Notice on October 28, 2025, although the Landlord noted that the Tenant may have forgotten receiving it on that date. Based on this, I find the Tenant was served the Notice on October 28, 2025.

As the Tenant disputed this notice on November 5, 2025, and since I have found that the One Month Notice was served to the Tenant on October 28, 2025, I find that the Tenant has applied to dispute the 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.

The One Month Notice cites four grounds for ending the tenancy for cause:

Tenant or a person permitted on the property by the 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
- has caused extraordinary damage to the unit

Each of these grounds requires the Landlord to establish a serious or substantial impact. It is not sufficient to show minor issues, inconveniences, or conditions that fall within the scope of ordinary living. In addition, the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

Putting the Property at Significant Risk

The Landlord has alleged the Tenant is putting the property at significant risk by failing to maintain the rental unit in a reasonably clean and sanitary condition, which has resulted in a cockroach infestation originating in the unit and spreading to other areas of the building.

Policy Guideline 55 states a landlord may end a tenancy if the tenant or a person permitted on the property by the tenant “put the landlord’s property at significant risk.” Putting the property at significant risk goes beyond reasonable wear and tear or a “moderate” risk to a rental unit.

I accept the Landlord’s testimony regarding the infestation, which was supported by the pest control company’s report. The report explicitly states that the Tenant’s unit needed to be cleared and cleaned before pest control treatment could be effective, and that failure to comply with these sanitation requirements significantly hindered the ability to control the infestation. The report also noted that continued non-compliance allowed the infestation to persist and spread to other units in the building.

The Tenant did not dispute any of the Landlord’s testimony regarding the cockroach infestation or the findings of the pest control company. While the Tenant testified that she took some steps to clean the unit and was willing to implement further measures, these efforts were insufficient to allow effective treatment of the infestation. The evidence establishes that the condition of the Tenant’s unit posed an ongoing and serious risk to the Landlord’s property and to other tenants in the building.

Because I am satisfied that the Tenant’s actions put the Landlord’s property at significant risk, I do not need to consider the other grounds listed in the One Month Notice, including disturbance, health and safety, or extraordinary damage. The requirement under section 47 of the Act is met once one ground is established to the requisite standard.

Based on the evidence, including the unchallenged testimony of the Landlord and the pest control report, I find that the Tenant’s unit created a significant risk to the Landlord’s property. The Landlord has therefore met the burden of proof under section 47 of the Act, and the One Month Notice for Cause is valid.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a Landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the Landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

Policy Guideline 54 allows that when determining the effective date of an order of possession, an arbitrator has discretion to consider the specific circumstances of the tenancy. Relevant factors may include how long the tenant has lived in the unit, whether rent has been paid up to a certain date, and whether it would be unreasonable to require the tenant to vacate within seven days, for example, due to a disability, chronic health condition, pets, or children. Arbitrators are also encouraged to ask whether the parties can agree on a move-out date and may order possession based on that agreement. Ultimately, the effective date is set based on what is reasonable and appropriate in the circumstances.

In this case, the Landlord has indicated that she is willing to allow the Tenant to remain in the unit until January 31, 2026, to provide sufficient time to arrange for relocation. The Tenant requested at least one month to arrange for relocation.

Taking into account the length of the tenancy, the Landlord's efforts to work with the Tenant, and the ongoing risk to the property and other residents, I find that an effective date of January 31, 2026, is reasonable and appropriate.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on January 31, 2026, after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant's application for cancellation of the Landlord's One Month Notice under section 47 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: December 12, 2025

Residential Tenancy Branch