

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession for cause and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, they were given to the tenant in person on April 22, 2010. The person who served the tenant gave sworn testimony that service took place as described by the landlord.

The landlords' agents appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy started on April 01, 1992. The tenant pays rent of \$479.00 which is due on the 1st of each month. The landlord has had ongoing issues with the tenants' ability to maintain his unit in a healthy, clean and sanitary condition. The landlord served the tenant with a One Month Notice to End Tenancy for Cause and gave the following reasons;

- 1) The tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord
- 2) The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord has issued the tenant with breach letters with regard to these conditions and has, over the years, tried to support the tenant to be successful in his tenancy. The landlord feels the tenant has not taken responsibility in maintaining his unit and therefore continues to put himself and his neighbours at risk.

The landlords testify that the unit is unclean with a strong smell of urine coming from the unit; there are also unsanitary flooring surfaces and bedbugs. The landlords' health coordinator has visited the tenant with regards to some of these issues and referred the tenant to Burnaby Home Health support services. However, these services were cancelled as the tenant did not comply with their requirements. The landlord states that the tenant did not prepare his unit for bedbug treatment.

At the previous hearing held to cancel the notice issued by the landlord, the tenants' representative and the landlord agreed that the landlord is entitled to an Order of Possession for cause and also agreed that this will be effective from March 31, 2010 to give the tenant time to deal with the hygiene issues in his rental unit. If the tenant had made improvements by March 31, 2010 then the landlords will not serve him with the Order of Possession. This agreement had been reached by both parties. However, the landlord found the tenant was not able to maintain his rental unit in a hygienic manner despite having a cleaner come into the unit to help him after the last hearing. Due to this the landlord did serve the tenant with the Order of Possession as agreed at the last hearing. However, the landlord found that the address given for the rental unit by the tenant on his application was not correct. This has made the Order unenforceable and the landlord has had to file their own application for another Order of Possession. The landlord states that they continue to try to support the tenant and have made attempts to assist him to find alternative accommodation. The landlord seeks an Order of Possession to take effect on June 30, 2010 to give them time to further support the tenant. The landlord also seeks to recover the filing fee of \$50.00 from the tenant.

Analysis

The tenant did not appear at today's hearing and at the previous hearing he did not dispute that he has had difficulty complying with section 32(2) of the Act which states:

32 (2), 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 reasons given on the One month Notice to End Tenancy for cause are valid. The tenant has not maintained his rental unit in accordance to section 32 of the *Act* and as such I find the landlord is entitled to an Order of Possession based on the reasons given in the One Month Notice dated October 30, 2009. The landlord has agreed to extend the date the tenant must vacate the rental unit to June 30, 2010 and an Order of Possession has been issued to take effect on this date.

As the landlord has been successful in this matter I find they are also entitled to recover the \$5.00 filing fee paid for this application from the tenant pursuant to section 72(1) of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on **June 30, 2010**. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

A copy of the landlord's decision will be accompanied by a Monetary Order for **\$50.00**. The order must be served on the Respondent and is enforceable through the Provincial Court as an order of that 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 07, 2010.

Dispute Resolution Officer