

DECISION

Dispute Codes: **Landlord:** OPC
 Tenants: CNC

Introduction

These applications were brought by both the landlord and the tenant.

By application of July 15, 2010, the landlord seeks an Order of Possession pursuant to a one-month Notice to End Tenancy for cause served on June 19, 2010.

By earlier application of June 29, the tenant sought to have the same Notice to End Tenancy set aside.

Despite having made application and having been served with the Notice of Hearing, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, his application is dismissed without leave to reapply and the hearing proceeded on the landlord's application.

The landlord was represented by her son.

Issues to be Decided

The landlord's application requires a decision on whether the landlord is entitled to an Order of Possession in support of the Notice to End Tenancy.

Background and Evidence

This tenancy began on or about January 1, 2008. Rent is \$1,000 per month and the landlord holds a security deposit of \$500 paid on or about January 1, 2008.

During the hearing, the landlord's son gave evidence that the Notice to End Tenancy had been served for four reasons provided for under section 47 of the Act:

Repeated late payment of rent – section (47)(1)(b). The landlord's son stated that he had been directed to conduct rent collection this year. He stated that the tenant has not paid the rent on time in that period and was late on at least four occasions.

Extraordinary damage to the property (46(1)(f). The landlord submitted photographs showing two broken windows, destruction of the storm door and a broken window in the entry door to the rental unit. He stated that the tenant had promised to remedy the damage but had not done so over some months.

Failure to comply with a material term of the rental agreement - (47)(1)(h)(i). The landlord stated that a material term of the rental agreement required that the tenant pay for natural gas. He stated that the tenant had not paid the bill since January 2010, resulting in the gas being turned off for twenty days in June 2010 and was restored by the landlord putting it in her name. The tenant has since refused to put the gas back in his name and to pay the gas bill.

Unreasonable number of occupants - (47)(1)(c). The landlord was uncertain as to how many persons are residing in the rental unit at present, but stated that on a number of occasions, it appeared to house a number of unauthorized occupants.

Analysis

I find on the balance of probabilities that the tenant has clearly breached the specified parts of section 47 of the *Act* and I find that the Notice to End Tenancy of June 19, 2010 is lawful and valid.

Therefore, I find that the landlord is entitled to an Order of Possession effective two days from service of it on the tenant.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia to take effect two days from service of it on the tenant.

The landlord remains at liberty to make application for any damage or losses remaining and ascertained at the conclusion of the tenancy, including disposition of the security deposit in accordance with section 38 of the *Act*.

August 23, 2010
