



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for cause and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

On February 23, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk.

The landlord testified that on February 23, 2011 the Vancouver Police Department SWAT team executed a search warrant on the tenant's rental unit and found various weapons which were confiscated. The police also found that a firearm had been discharged inside the tenant's unit as there were bullets lodged in the wood on the back side of the tenant's door. The landlord stated that she had been able to verify with the courts that the tenant had been charged with numerous counts of being in possession of unregistered firearms and restricted weapons. The landlord stated that she personally witnessed the police remove a handgun, rifle, flail and other weapons from the tenant's room.

The landlord stated that the tenant refuses to comply with room inspections allowing the pest inspectors access to his room which directly increases the risk for bed bugs, roaches and cockroaches to go untreated and spread within the building. The pest control company on the occasions the tenant has given consent to enter have declined to go in to the tenant's room for safety reasons due to the excessive amount of clutter.

The landlord has requested the retain the tenant's \$187.50 security deposit as the door to the tenant's room must be replaced due to the bullets that were fired into the back of it. The landlord stated that the walls in the tenant's room will require extensive repair as the tenant has secured very heavy shelves to the walls.

The landlord in this application is requesting an order of possession effective 2 days after service upon the tenant and to retain the tenant's security deposit.

### Analysis

The tenant has seriously jeopardized the health and safety of the landlord and other tenants in the building and put the landlord's property at risk through his ownership of restricted weapons and discharge of restricted weapons on the landlord's property. The tenant has also put the landlord's property and other tenants at risk due to the conditions of his rental unit and non-compliance with monthly pest inspections.

Therefore, based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds to have the notice to end tenancy for cause upheld and are entitled to an order of possession.

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages. The landlord is entitled to retain the tenant's security deposit for damage to the door and walls.

I find that the landlord has established a claim for \$187.50 in damages.

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant. This Order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$187.50.00 in damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$187.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$50.00** ( $\$187.50 + \$50.00 = \$237.50 - \$187.50 = \$50.00$ )

A monetary order in the amount of **\$50.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced 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: April 15, 2010

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Residential Tenancy Branch