



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an application by the landlord for an order of possession for cause. Both parties participated in the conference call hearing.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began September 1, 2006 with monthly rent of \$775.00. On March 29, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk; breached of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

This matter was originally heard on May 6, 2011. The tenant did not attend the hearing and the landlord awarded an order of possession for cause. The tenant applied for a review based on the grounds that he was never served with the documents for the hearing and did not attend for that reason and a review hearing was granted.

The landlord testified at the start of the hearing that the tenant had been served with the documents for the original hearing in person and that the landlord had a witness with him when he served the tenant. The landlord stated that he believed this to simply be a delay tactic on the tenant's part.

The landlord testified that the tenant is living in unhealthy conditions and that the rental unit is very dirty, full of construction materials and that the carpets have been destroyed by the tenant's cats which is the source of the smell. The landlord stated that the tenant has been repeatedly told to remove the 2 cats in his rental unit as pets are not allowed in the building. The landlord believes that it will cost thousands of dollars to renovate the tenant's rental unit after he vacates due to the condition.

The tenant did not refute the landlord's testimony that he stores construction materials in his apartment and stated that the cats would be taken to the SPCA tomorrow. The tenant did not offer a reason for not removing the cats in the past or for not removing the construction materials and equipment.

The landlord stated that other tenants in the building have complained to the landlord about the smell coming from the tenants unit as the hallway outside the tenant's apartment smells very badly. The tenant maintained that his apartment does not smell and that the landlord had the tenants sign a statement saying that it did and the smell bothered them. The tenant has had many of these same tenants sign a statement saying that the tenant's apartment does not smell.

The landlord stated that the tenant has been given numerous warning letters and notices to clean up the balcony that he uses for storing construction materials but that he never takes steps towards compliance. The tenant stated that his balcony has been cleaned as of one week ago and that he has rented a storage unit for his construction materials. The landlord stated that he is concerned that in one to two weeks time the tenant will be back to storing materials and equipment on the balcony and have him 2 cats back in the rental unit.

The landlord stated that the tenant is constantly bringing in new roommates without providing the landlord any information as to who these people are. The landlord testified that he is concerned that the tenant is providing people unknown to the landlord keys and access to the building.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for cause. The tenant did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

The tenant after being served the March 29, 2011 did not correct the breach of the material term of the tenancy agreement and remove the cats from the rental unit. After being served the notice the tenant also did not take any steps to clean up the construction materials and equipment that was stored on and around the tenant's balcony, only finally doing so 1 week ago. The condition of the inside of the tenant's rental unit remains a serious concern for the landlord as it is very dirty, full of construction materials and the carpets destroyed because of the tenant's cats.

Based on the above facts I find that the landlord is entitled to an order of possession for cause.

Conclusion

I hereby grant the landlord an **Order of Possession** effective not later than **1:00 PM, June 30, 2011**. This Order must be served on the tenant and all occupants and may be filed in the Supreme 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: June 14, 2011.

Residential Tenancy Branch