



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an end to this tenancy for unpaid rent, for cause and for breach of a material term of the tenant's residential tenancy agreement. The landlord provided written evidence in the form of a witnessed statement that she posted a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on the tenant's door at 2:30 p.m. on February 20, 2012. She also provided written evidence that she posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door at 12:15 p.m. on March 2, 2012. She provided a copy of a signed statement from the tenant attesting to the fact that the landlord handed the tenant a copy of the landlord's dispute resolution hearing package on March 18, 2012. I find that the landlord served these documents to the tenant in accordance with the *Act*.

At the hearing, the landlord confirmed written evidence that she submitted noting that she accepted a payment from the tenant for "use and occupancy only" in the amount of the March 2012 rent identified as owing in the 10 Day Notice. As such, the landlord testified that she was no longer pursuing an end to this tenancy on the basis of the 10 Day Notice. The landlord's application to end this tenancy and obtain an Order of Possession on the basis of the 10 Day Notice was withdrawn by the landlord at the hearing. However, the landlord testified that she was continuing to seek an end to the tenancy and an Order of Possession on the basis of the 1 Month Notice.

Issues(s) to be Decided

Is the landlord entitled to end this tenancy and obtain an Order of Possession on the basis of the landlord's 1 Month Notice?

Background and Evidence

This periodic tenancy commenced on May 1, 2011. Monthly rent is set at \$575.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$287.50 security deposit paid on May 1, 2011. Although the landlord provided undisputed oral, written and photographic evidence that the tenant is keeping four cats in the rental premises, the residential tenancy agreement signed by the parties only

allowed the tenant to keep pets on the premises with the landlord's authorization. The tenant has not paid any pet damage deposit to the landlord.

The landlord entered into written evidence a copy of her 1 Month Notice, requiring the tenant to end this tenancy by March 31, 2011. In the 1 Month Notice, the landlord cited the following reasons for the issuance of the Notice:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord entered written evidence stating that she had not given the tenant permission to keep pets on the premises and despite repeated written warnings to remove all but one of them or risk eviction, the tenant did not comply with the landlord's repeated requests. The landlord also submitted written evidence maintaining that the tenant has been warned repeatedly to restore the natural gas connection to the rental premises or risk eviction. The landlord provided a copy of a March 13, 2012 letter from the gas company confirming that natural gas service was disconnected at the rental premises on July 19, 2011. Since then, the gas company reported that no attempt had been made by the tenant to reconnect this service. The landlord submitted written evidence in which she maintained that the tenant was using the oven to heat the premises, a fire hazard.

The tenant did not submit any written evidence for this hearing.

Analysis

Based on the landlord's undisputed evidence, I am satisfied that the landlord had sufficient grounds to issue the 1 Month Notice and obtain an end to this tenancy for cause. The tenant has not made application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the *Act*, the tenant's failure to take this action within ten days led to the end of his tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by March 31, 2012. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I provide the landlord with a formal copy of an Order of Possession to take effect within 2 days of the landlord's service of this notice to the tenant. Should the tenant fail to

comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 04, 2012

Residential Tenancy Branch