



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and posted to the tenant's door on September 08, 2012. The tenant was deemed to be served the hearing documents on the third day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave sworn testimony, was provided the opportunity to present 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.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for one cause?

Background and Evidence

The landlord's agent testifies that this month to month tenancy started on July 01, 2010. The tenant rents a room in this hotel for the rent of \$450.00 a month. Rent is due on the first of each month.

The landlord's agent testifies that the tenant is a holder and brings in a one large amount of junk from the streets. Due to this the landlord's agent has seen hundreds of dead flies, cockroaches and bugs in the tenants unit. These bugs and cockroaches have now infested other tenants' rooms and the hallway. The landlord's agent testifies that he's been treating other tenants' rooms for the bugs and cockroaches but this tenant continues to bring in junk from the street. The smell from the tenant's room is so bad that it can be smelt in the hallway.

The landlord's agent testifies that it is illegal for tenant to bringing garbage from the street as it is against house rules. The landlord agent testifies that the tenant brings in all manner of items and the landlord's agent believes some of these items are stolen as the police have come in and taken the tenant away several times. The landlord's agent testifies that he does not have a police file number as the tenant has not actually committed an illegal act on the premises or against the landlord.

The landlords agent testifies that the City came and inspected the tenants room on July 10, 2012 it was identified on the City Notice that there was an overwhelming number of items in the tenants room and the inspector was unable to access the room properly. Flies were also noted in this room. The landlord's agent testifies that in accordance with subsections 21.9 and 21.20 of the standards of maintenance bylaw the tenant was ordered to clean up his room by July 15, 2012 and the City Notice was given to the tenant. The landlord's agent testifies that the tenant failed to comply with this Notice from the City and so the landlord served the tenant with a One Month Notice to End Tenancy for cause.

The landlord's agent testifies that he did try to seek help for the tenant from the Department of Health that they could not help and the City suggested that the landlord dealt with this matter through the Residential Tenancy Office.

The landlord's agent testifies that the tenant was served in person with the One Month Notice on July 10, 2012. This notice has an effective date of July 01, 2012. The Notice informs the tenant of the reasons the landlord was ending the tenancy; the landlord has stated on the Notice that:

- the tenant or a person permitted on the property by the tenant has:
 - I. seriously jeopardized the health safety or lawful right of another occupant or the landlord;
 - II. put the landlord's property at significant risk.
- The tenant has engaged in illegal activity that has or is likely to:
 - I. adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord's agent requests that the One Month Notice to End Tenancy is upheld and the landlord seeks an order of possession effective as soon as possible. The landlord also seeks to recover the \$50.00 filing fee paid for this application from the tenant.

The landlord has provided a copy of the One Month Notice to End Tenancy a Notice from the City that was served to the tenants and a number of photographs showing the hoarding situation in the tenants room.

Analysis

I refer the parties to section 32 [2] of the *Residential Tenancy Act*. This section of the *Act* states that 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. The tenant has not appeared at the hearing to dispute the landlord's agent's testimony and documentary evidence and the tenant did not dispute the One Month Notice within the 10 days allowed for him to do so. Consequently I find that the

landlord has grounds to end the tenancy based on the reasons given on the One Month Notice and to the fact that the tenant is conclusively presumed to have accepted the end of the tenancy when the tenant does not dispute the Notice within 10 days. I therefore find that the One Month Notice is upheld and the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*. Furthermore as the landlord has been successful with this application the landlord is also entitled to recover the \$50.00 filing fee 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 two days after service** on the tenant. 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 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 of the Order 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: October 10, 2012.

Residential Tenancy Branch