



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPC and FF
Tenants: CNC and FF

Introduction

This hearing was convened on applications by both the landlord and the tenants.

By application of June 20, 2013, the landlord sought an Order of Possession pursuant to a one-month Notice to End Tenancy for cause served in person on May 28, 2013 setting an end of tenancy date of June 30, 2013. The landlord also sought to recover the filing fee for this proceeding from the tenant.

By prior application of June 5, 2013, the tenant sought to have the same notice to end tenancy set aside and to recover his filing fee from the landlord.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to an Order of Possession in support of the Notice to End Tenancy or whether it should be set aside as requested by the tenant.

Background and Evidence

This tenancy began on November 1, 2007. Rent is \$1,030 per month and the landlord holds a security deposit of \$452.50 paid on October 18, 2007. The deposit has earned interest of \$8.20 and now represents a credit to the tenant of \$460.70.

During the hearing, the resident manager gave evidence that she had occasion to accompany a fire safety inspector on May 22, 2013 during routine inspections of units in the rental building. She gave evidence that she had become alarmed at the condition of the subject rental unit and scheduled a site inspection for May 24, 2013.

The landlord described and submitted a number of photographs taken during that inspection illustrating;

1. The front hall walls and entrance, living room and dining room walls, fridge and kitchen cabinets had all been covered with permanent felt marker drawings;
2. Kitchen cabinet doors had been removed;
3. There were holes in a pony wall and in dining and bedroom doors;
4. The entrance light fixture was removed and exposed wires left hanging;
5. The hallway light switch cover had been removed and a switch pulled out leaving exposed wires;
6. Combined with an extraordinary amount of garbage in the rental unit, the exposed wires created a fire hazard in the rental unit.

The tenant acknowledged the damage and explained that it had been the work of his son who no longer lived with him. He said he had intended but had not yet gotten to repair of the damage.

The tenant also acknowledged that he had been late paying the rent on at least three occasions in the previous 12 months, the standard bench mark for establishing repeated late payment of rent under section 47(1)(b) of the Act.

Analysis

By the tenant's own accounting, I find that the tenant breached section 47(1)(b) of the Act by repeated late payment of rent.

In addition, on the basis of photographic evidence and testimony given by the parties at the hearing, I find that the tenant has caused extraordinary damage to the rental unit in breach of section 47(1)(f) of the *Act*.

Finally, I find that exposed electrical wiring has unnecessarily increased the risk to the landlord's property in breach of section 47(1)(d)(iii) of the *Act*.

Consequently, I must find that the Notice to End Tenancy of May 28, 2013 is lawful and valid and cannot be set aside.

On that determination, the parties arrived at agreement that that the tenancy should end at midnight on Sunday, July 7, 2013 and the landlord is provided with an Order of Possession to take effect at the time.

As the landlord's application has succeeded on its merits, I order that the landlord may recover the filing fee by withholding \$50 from the tenant's security deposit.

Conclusion

The tenant's application is dismissed without leave to reapply.

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 at midnight on Sunday, July 7, 2013. The landlord may withhold \$50 from the tenant's security deposit to recover the filing fee for this proceeding.

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: July 03, 2013

Residential Tenancy Branch

