



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSET PARK APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) An Order of Possession pursuant to Sections 47 and 55 for cause; and
- b) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed they received the Notice to end Tenancy for cause dated August 15, 2013 posted on their door. The effective date on the Notice is automatically corrected to September 30, 2013 pursuant to section 53 of the Residential Tenancy Act as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2)(b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The Application for Dispute Resolution was posted on the door also. I find that the tenant was served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated August 15, 2013 for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenant commenced living in the premises in June, 2011, it is now a month to month tenancy, a security deposit of \$390 was paid and rent is currently \$780 a month.

The landlord said she had commenced managing the building in July 2013 and she has had two complaints about this tenancy, one about excessive noise from the tenant below and one from the neighbouring tenant about the excessive storage of goods on the tenant's balcony and about rodents being present. She also said the tenant has had the hydro disconnected and has been plugging in extension cords using the hallway

outlets and most recently, the male tenant frightened some other tenant as he was using hydro outlets in the laundry room about midnight to service some of his appliances. The Notice to End Tenancy was served as the tenant is seriously jeopardizing the health or safety or lawful rights of other tenants and putting the landlord's property at risk.

The tenant said she had had no prior notice of complaints and she had cleaned up the balcony and the landlord agreed it was substantially cleaned up. She said that their hydro had been cut off because of a problem with a bill but she has arranged to get a letter from the Ministry which should solve the problem. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

- 1. The landlord may enter the tenant's suite on 24 hour notice to inspect and ensure that it is clean and hygienic and there is no evidence of rodents.**
- 2. The tenant will work with the Ministry and BC Hydro to ensure her hydro is connected as soon as possible. Meanwhile the tenants will not use the landlord's outlets or electricity.**
- 3. The landlord will be issued an Order of Possession effective November 30, 2013. This order will not be enforced if the above conditions are met.**

Analysis

Based on the above settlement agreement, I find that the landlord is entitled to an Order of Possession effective November 30, 2013. This order will not be enforced provided the tenant complies with the agreed conditions.

Conclusion:

I find the landlord is entitled to an Order of Possession effective November 30, 2013. I find the landlord may deduct \$50 from the security deposit to recover filing fees paid for this application; this leaves a balance of \$340 in trust for the tenant.

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 24, 2013

Residential Tenancy Branch

