



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT EMERGENCY AID SOCIETY/ FIRST PLACE  
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 he received personally the Notice to end Tenancy dated October 23, 2013 and the Application for Dispute Resolution. I find that the tenant was properly 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 October 23, 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 now 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 May 2012, a security deposit of \$250 was paid and rent is currently \$375 a month for this supported living facility. The landlord is requesting an Order of Possession as they contend they have to end the tenancy as the tenant refuses access for inspections and this jeopardizes the health and safety of other tenants. The landlord said that due to this supportive housing situation, they receive many unfortunate clients and have to do monthly inspections for bed bugs, roaches, hoarding and other issues. They provided 24 hour Notice but this tenant refused entry. Furthermore, he assaulted an employee with his bicycle.

The tenant agreed he refused access; he said the cart of the employees had been in other units and he was afraid of cross contamination. He agrees he brushed the employee with his bicycle as she was denying him entry to the elevator.

The landlord pointed out that the tenant does not believe that he needs this type of facility or any of its programs. The tenant said he had applied for transfer to two other places. After discussion, the parties agreed on a move-out date of February 28, 2013.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### **Order of Possession**

I find that the landlord is entitled to an Order of Possession. I find the landlord has good cause to end this tenancy as I find the facts show that by denying regular entry for inspections, the tenant is jeopardizing the health and safety of other tenants.

Furthermore, the Tenant has not made application pursuant to Section 47 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. However, as agreed, an Order of Possession is issued effective February 28, 2014.

### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective February 28, 2014. I find the landlord is entitled to recover filing fees for this application by deducting \$50 from the security deposit of the tenant which will leave a balance of \$200 in trust.

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: January 07, 2014

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Residential Tenancy Branch