



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC CNR

Introduction

The tenant applied under the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”).

The tenant, an advocate for the tenant, and three agents for the landlord (the “agents”) attended the hearing. At the start of the hearing I introduced myself and the participants. The parties had the dispute resolution process explained to them and were provided with the opportunity to submit documentary evidence prior to this hearing, to provide testimony and to make submissions to me. I have reviewed all evidence before me that met the requirements of the rules of procedure and that was presented; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The parties confirmed receiving evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. As a result, I find the parties were served in accordance with the *Act*.

Preliminary and Procedural Matter

At the outset of the hearing, the tenant requested to withdraw her application to cancel the 10 Day Notice as the parties confirmed that rent had been paid and that the 10 Day Notice was not at issue as a result. Given the above, the tenant was permitted to withdraw her application to cancel the 10 Day Notice. The hearing proceeded with consideration of the tenant’s application to cancel the 1 Month Notice as a result.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy agreement began on January 16, 2012. Subsidized rent of \$335.00 is due on the first day of each month, which is the tenant's subsidized portion of the market rent. A security deposit of \$525.00 was paid by the tenant at the start of the tenancy.

The tenant confirmed that she was served on January 17, 2014 with a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated January 17, 2014 alleging seven causes. The seven causes as listed in the 1 Month Notice are comprised of the following:

1. Tenant has caused extraordinary damage to the unit/site or property.
2. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
3. Tenant or a person permitted on the property by the tenant has seriously jeopardized the health and safety or lawful right of another occupant or the landlord.
4. Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.
5. Tenant has engaged in illegal activity that has, or is likely to damage the landlord's property.
6. Tenant has engaged in illegal activity that has, or is likely to adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
7. Tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

The tenant disputed the 1 Month Notice on January 23, 2014 which is within 10 days of being served with the 1 Month Notice on January 17, 2014. The effective vacancy date on the 1 Month Notice is listed as February 28, 2014.

The agents referred to tab 39 in the landlord's evidence package, which is an incident report dated September 22, 2013, indicating that a flood took place in the rental unit at 11:30 p.m. on September 21, 2013. According to the incident report, the tenant caused a flood in the rental unit which the tenant confirmed during the hearing. The tenant stated that although she caused the flood, she did not recall how the flood began; however does recall seeing water overflowing the kitchen sink and does recall that the kitchen tap was eventually turned off. The agent stated that the flood caused by the tenant resulted in damage to the rental unit cupboards in the kitchen, which the tenant

confirmed. The agent stated that the flood also damaged the office below the rental unit and that a portion of the ceiling has been cut away and has left water stains and still needs repair.

The tenant stated that she suffers from “complex partial seizures” and does not recall how the flood started. The tenant and her advocate were unable to provide specific details such as the dates when the tenant received medical attention following the flood on September 21, 2013 to ensure that further incidents such as the flood would not occur again.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice to End Tenancy for Cause – The tenant confirmed that she caused a flood in the rental unit on September 21, 2013 and was unable to confirm the specific details of the medical attention she received since that date to prevent such an incident from happening again. Therefore, based on the above, **I find** the landlord has met the burden of proof by proving that the tenant has caused extraordinary damage to the unit/site or property. **I uphold** the landlord's 1 Month Notice dated January 17, 2014 as a result. The landlord made a verbal request for an order of possession during the hearing.

I dismiss the tenant's application in full, without leave to reapply. As the tenant's application has been dismissed, **I find** it is not necessary to consider the remaining six causes listed on the 1 Month Notice. Section 55 of the *Act* states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director **must grant** an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) **the landlord makes an oral request for an order of possession, and**

(b) **the director dismisses the tenant's application or upholds the landlord's notice.**

[emphasis added]

Given the above, and taking into account that the effective date of the 1 Month Notice, February 28, 2014, has passed, **I grant** the landlord an order of possession effective **two (2) days after service on the tenant**. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

Conclusion

I uphold the 1 Month Notice dated January 17, 2014. The tenant's application has been dismissed in full, without leave to reapply.

The landlord has been granted an order of possession effective two (2) days after service on the tenant. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 11, 2014

Residential Tenancy Branch

