



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55;

The landlord's agent (the landlord) attended the hearing by conference call and gave undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package in person on October 6, 2015 with a witness. The witness, B.H. confirmed in his direct testimony that he attended the rental unit on October 6, 2015 and personally handed the notice of hearing package to the tenant. I find based upon the undisputed evidence of the landlord that the tenant was properly served with the notice of hearing package in person on October 6, 2015 pursuant to section 89 of the Act and find that the tenant is deemed to have received it on October 6, 2015 as per section 90 of the Act.

The landlord stated that the tenant has been deemed by the landlord as having abandoned the rental unit just prior to the hearing date. The landlord stated that the documentary evidence was not delivered to the tenant after multiple attempts. The landlord's witness, B.H. stated that he attended the rental unit everyday over a 4 day period from November 16 to 20, 2015 in an attempt to serve the documentary evidence. The landlord stated that the abandoned provisions of the Act have been followed and the locks changed without any type of notification from the tenant. On this basis, I accept the landlord's documentary evidence as it is clear that the landlord has made all reasonable attempts at serving the tenant with the documentary evidence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

This tenancy began on April 1, 2014 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated March 12, 2014. A \$289.50 security deposit was paid.

On July 15, 2015, the landlord served the tenant with the 1 Month Notice dated July 15, 2015 by posting it to the rental unit door. The 1 Month Notice displays an effective end of tenancy date of August 31, 2015. The 1 Month Notice set out that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk; or
- the tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
- the tenant has caused extraordinary damage to the unit/site or property.

The landlord stated that there are huge concerns about the behaviour of the tenant and the condition of the unit. The landlord stated that the unit is a health hazard for the tenant and those in the immediate area as it is filthy with discarded rotten food throughout the rental and that the tenant keeps cups of urine. The landlord stated that the toilet is frequently plugged, cigarette burns on the carpet and bed area and that the tenant continues to use the stove which is covered in grease.

The landlord also relies upon 4 photographs taken of the rental unit taken during an inspection of the rental unit in July 2015 which show the condition of the rental unit as being unsanitary. The landlord also stated that the landlord obtained funding from the local health authority to hire a cleaning company to help bring the residence up to health standards. The landlord stated that almost immediately the rental unit returned to the previous state as shown by the submitted photographs.

The landlord stated that she is unaware of any applications filed by the tenant to dispute the notice to end tenancy.

Analysis

I accept the landlord's undisputed affirmed testimony and find on a balance of probabilities that the tenant was properly served with the 1 Month Notice dated July 15, 2015 in person by the landlord's witness, B.H. at the rental unit.

Section 47 (5) of the Act states,

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

The landlord gave undisputed affirmed testimony that she is not aware of any applications filed for dispute for the 1 Month Notice dated July 15, 2015. I find that as the tenant has not filed an application within the allowed timeframe is conclusively presumed to have accepted that the tenancy ended on August 31, 2015. The landlord has established entitlement to an order of possession.

Section 47(1)(d)(ii) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or person permitted on the residential property by the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. The landlord has set out in the 1 Month Notice dated July 15, 2015, among other reasons, that the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Conclusion

I grant an order of possession in the landlord's favor. The tenant must be served with the Order. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme 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: December 08, 2015

Residential Tenancy Branch

