



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Broadway Pentecostal Benevolent Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an application by the landlord for an order of possession based on a One Month Notice to End Tenancy for Cause. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on December 2, 2015. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following undisputed testimony:

The tenancy began on or about November 1, 2009. Rent in the amount of \$485.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$250.00. The landlord stated that the tenant is a hoarder and has brought in bed bugs to the building. The landlord stated that he was advised by the pest control technician that the tenant's unwillingness to clean his unit and remove all the clutter has contributed to the ongoing bed bug issue in the subject unit and the adjacent units.

The landlord stated that he and the building manager have verbally cautioned the tenant on at least six occasions and have conducted four inspections of the unit. The landlord stated that the tenant was given six written warnings to clean the clutter in his apartment as it did not meet cleanliness and safety standards. The landlord stated that the tenant has not complied with any of the requests resulting in more bed bugs in the adjacent units. The landlord stated that in a presence of a witness, that he personally served the One Month Notice to End Tenancy for Cause on the tenant on October 13, 2015 with an effective date of November 30, 2015.

Analysis

The landlord issued the notice on the grounds that the tenant “significantly jeopardized the health or safety or lawful right of another occupant or the landlord”. The landlord and the manager provided testimony that the tenant has not complied with requests to prepare his unit to be sprayed for bed bugs and that he has not removed the clutter to meet health and safety standards. In addition, the landlord stated that the tenant has not paid rent for the past two months. Based on the above, the landlord has satisfied me that the tenant has significantly jeopardized the health or safety or lawful right of another occupant or the landlord, and that the tenancy must end.

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. The tenant did not correct the issues identified in this hearing, nor did he apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. 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. The tenancy is terminated.

Conclusion

The landlord is granted an order of possession.

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 14, 2016

Residential Tenancy Branch

