



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE KETTLE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC, FF

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; and
- authorization to recover his/her/their/its filing fee for this application from the tenant pursuant to section 72.

The landlord's agents (the landlord) attended the hearing by conference call and provided 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 and the submitted documentary evidence by Canada Post Registered Mail on January 29, 2016 and has provided the Canada Post Customer Receipt Tracking number as confirmation of service. The landlord provided undisputed affirmed testimony that the tenant was served with the additional documentary evidence by Canada Post Registered Mail on March 1, 2016 and has provided a copy of the Canada Post Customer Receipt Tracking number as confirmation. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served with the notice to end tenancy and all of the submitted documentary evidence as per sections 88 and 89 of the Act. The tenant is deemed to have received both packages 5 days later as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession issued for cause?

Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2014 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated January 3, 2015. The monthly rent is \$420.00 payable on the 1st day of each month.

The landlord stated that the tenant was served with the 1 Month Notice to End Tenancy issued for Cause (the 1 Month Notice) dated August 28, 2015. The 1 Month Notice displays an effective end of tenancy date of September 30, 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.

The landlord clarified that upon being notified the landlord gave notice to inspect the rental premises to find a broken window in the suite. It was confirmed that the tenant had damaged the window trying to hang new blinds. The landlord stated that window technicians were hired to replace the window, but have refused due to "bio hazards" in the rental premises. The landlord clarified that there is a large number of open used syringes on the floor and that the window technicians refuse to enter the premises until the hazards are cleaned up. The landlord stated that written warnings on October 14, 2015 and again on November 2, 2015 were issued to the tenant to clean up the hazards to allow the window technicians to repair the window. The landlord reports that no cleaning has been performed by the tenant.

The landlord stated that after the 1 Month Notice dated August 28, 2015 was served to the tenant an agreement was made with the tenant to try and resolve the issues by having the tenant agree to enter into a treatment program within a 3 month period and to not repeat any further behaviour to other occupants and the landlord's agents.

The landlord has provided:

- Copy of Notice dated September 24, 2015, Addictions Treatment Agreement.
- Copy of Notice dated October 14, 2015, Window Repair.
- Copy of Notice dated November 2, 2015, Suite Inspection.
- 9 Photographs of Damaged Window and Suite Condition.

Analysis

In an application for an order of possession on the basis of a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case, the landlord has provided undisputed affirmed evidence that the landlord served the tenant with the 1 Month Notice dated August 28, 2015 by posting it to the rental unit door on August 28, 2015. The landlord has also provided evidence of the significant property damaged caused by the tenant and an Addictions Treatment Agreement to try and avoid the eviction process.

I accept the undisputed evidence of the landlord and find that the landlord has established the reasons for cause. The landlord is entitled to an order of possession. As the effective date of the 1 Month Notice has passed for approximately 5 months, I order that the 1 Month Notice dated August 28, 2015 be effective no earlier than March 31, 2016 at 1:00 pm.

As the landlord has been successful in their application, I grant the landlord's recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession effective on March 31, 2016 at 1:00pm. This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Supreme Court of British Columbia for enforcement.

The landlord is granted a monetary order for recovery of the \$100.00 filing fee. This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia for enforcement.

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: March 18, 2016

Residential Tenancy Branch

