



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes OPC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and an order to recover the filing fee for this application. . 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 having a witness present when personally serving them on August 3, 2016. I found that the tenants 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?

Is the landlord entitled to the recovery of the filing fee for this application?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about February 1, 2012. Rent in the amount of \$777.00 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 \$377.50. The landlord issued a One Month Notice to End Tenancy for Cause on June 21, 2016. The landlord stated that the notice was issued on the following grounds:

- The tenant or a person permitted on the property by the tenant has put the landlords property at significant risk
- The tenant has engaged in illegal activity that has or is likely to damage the landlords property
- The tenant has engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

The landlord stated that the tenant continually uses paper towels instead of toilet paper when using the facilities. Due to the tenants actions the plumbing system has been plugged and backed up on numerous occasions. The landlord stated that at least three times the tenant threw forks, straws, butter knives and debris into the kitchen sink causing additional problems and water damage to the suite below. The landlord stated that they were required to repair the ceiling and paint in the unit below three times.

The landlord stated that the tenant below the subject unit is “fed up” and threatening to move out. The landlord stated that even after numerous warnings and the plumber advising them that all plumbing issues are a result of their actions, the tenants continue to use McDonald’s napkins instead of toilet paper. The landlord stated that they have incurred considerable cost and aggravation because of these tenants. The landlord advised that the tenants have withheld rent for the past two months. The landlord stated that they are fearful that they will cause a major plumbing issue in the building.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord’s claim and my findings are set out below. The landlord submitted documentation for this hearing.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. I accept the landlord’s undisputed testimony and documentation; I find that the tenant was served with a notice to end tenancy for cause. The landlord has provided sufficient evidence to prove that the tenants have put the landlords’ property at significant risk. 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. As I have found that the landlord is entitled to an order of possession I need not address the other grounds they have issued the notice on.

The landlord is also entitled to the recovery of the \$100.00 filing fee for this application. The landlord is entitled to withhold \$100.00 from the security deposit in full satisfaction of that claim.

### Conclusion

The One Month Notice to End Tenancy for Cause dated June 21, 2016 with an effective date of July 31, 2016 is of full effect and force. The landlord is granted an order of possession. The tenancy is terminated.

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: September 22, 2016

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Residential Tenancy Branch

