



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTHWOOD VENTURES
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 unpaid rent pursuant to section 55;

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on January 26, 2017. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Number, showing that the tenant signed and accepted the package on February 1, 2017. In accordance with section 89 the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing package.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Background and Evidence

The tenancy began on or about September 1, 2014. Rent in the amount of \$475.00 is payable in advance on the first day of each month. The landlord issued a One Month Notice to End Tenancy for Cause on January 2, 2017 for the following reasons:

(c) there are an unreasonable number of occupants in a rental unit;

(d) the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
- (iii) put the landlord's property at significant risk;*

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

- (i) has caused or is likely to cause damage to the landlord's property,*
- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
- (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

The landlord testified that the tenant is a drug user that has numerous people coming to his suite at all hours of the day. The landlord testified that the tenant lives in extremely unsanitary conditions with needles strewn about along with garbage and debris. The landlord testified that as a result of the unsanitary conditions cockroaches, flies, bed bugs and rats have disturbed other tenants. The landlord testified that the tenant refuses to clean the unit in accordance with the pest control company's request. The landlord testified that the tenant continues to remove the smoke detector in his unit and hangs items from the sprinkler system in contravention of an order from the local Fire Prevention office; putting the property and other tenants at risk. The landlord requests an order of possession.

Analysis

When a landlord issues a notice under section 47 of the Act they must provide sufficient evidence to justify the issuance of that notice. The landlord has provided sufficient evidence to show that the tenant has put the landlords' property at risk by constantly removing the smoke detector, hanging items from the sprinkler system and creating

living conditions that have pests and insects infesting the subject unit and the landlords' property. The tenant has not filed an application to dispute the notice, has not submitted any disputing evidence or participated in this hearing. Based on the documentation before me and in the absence of any disputing evidence, I find that the landlord is entitled to an order of possession. The form and content of the Notice is in accordance with the Act. The One Month Notice to End Tenancy for Cause dated January 2, 2017 is in full effect and force. 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: February 20, 2017

Residential Tenancy Branch