



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HUME INVESTMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, CNC

### Introduction

This hearing dealt with cross applications for dispute resolution filed by both parties, under the Residential Tenancy Act (the “Act”).

The Landlord filed their application requesting an order of possession based on a 1 Month Notice to End Tenancy issued for cause.

The Tenants filed their application requesting an order to cancel the 1 Month Notice to End Tenancy for cause.

The 1 Month Notice sets out that the Tenants put the Landlord’s property at significant risk, have caused extraordinary damage to the rental unit, and have not repaired the damages to the rental unit, and is dated January 5, 2017 (the “1 Month Notice”).

Two Agents for the Landlord (“N.B.” and “D.N.”), and one Tenant appeared at the hearing.

The hearing process was explained and the participants were asked if they had any questions about the hearing process. Both parties were affirmed.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Matter

Following affirming the parties and explaining the hearing process, I explained that I would review service of the evidence on each other by the parties.

Amongst their evidence, the Landlord had submitted a 10 day Notice to End Tenancy for unpaid rent, dated February 8, 2017 (the “10 Day Notice”). I asked the Tenant if he

had received the 10 Day Notice and I explained to the parties that the 10 day Notice for unpaid rent did not form part of the applications before me, but it had been submitted in evidence.

The Tenant acknowledged he received it in the Landlord's evidence and had been served with it earlier. It was explained to the Tenant that the 10 Day Notice could not be dealt with at this hearing, but that it was important the Tenant deal with it. The Tenant explained he had not filed an application to dispute the 10 Day Notice and he had taken it to social assistance to ask that they pay the rent for him. He testified that the rent had not been paid for February or March of 2017. I again explained it was important for the Tenant to deal with the 10 day Notice; however, the Tenant then stated, "I lose then", and immediately disconnected from the call without prior warning. I waited 20 minutes for the Tenant to call back into the hearing but he failed to do so.

The hearing proceeded on the Landlord's application based on the 1 month Notice to End Tenancy for Cause.

As the Tenant disconnected from the hearing and did not participate further, the Tenants' application to dispute the Notice to End Tenancy for Cause is dismissed.

#### Issue(s) to be Decided

Is the Landlord entitled to an order of possession based on the 1 Month Notice to End Tenancy for cause?

#### Background and Evidence

The Agents for the Landlord testified that they had inspected the rental unit on December 21, 2016, and found that it was very dirty and damaged. Agent D.N. testified that the kitchen floor had burn marks from cigarette butts. Agent N.B. testified she saw several holes in the walls. Agent D.N. testified there were large holes in the dining room wall and bedroom doors. Both Agents testified the rental unit was extremely dirty.

On December 21, 2016, the Landlord wrote the Tenants and explained that the Tenants had to clean the rental unit and repair the damage to the walls and doors. The Landlord asked the Tenants to perform these tasks within 14 days and explained they would inspect the rental unit again in 14 days. They warned the Tenants that failure to clean and repair the rental unit would result in them being issued an eviction notice.

When the Agents returned to the rental unit on January 4, 2017, the Tenants refused entry to the Agents and indicated no repairs or cleaning had been done. The Agents served the Tenants with the 1 Month Notice on January 5, by posting to the door.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Landlord's application is allowed. I accept the testimony of the Agents that the Tenants have caused damage to the rental unit and have failed to repair it after being notified to do so.

In addition to my findings on the merits of the 1 Month Notice, section 55(1) of the Act requires me to grant the Landlord an order of possession when a tenant makes an application for dispute resolution and that application is dismissed and the notice complies with section 52 of the Act. I find the 1 Month Notice complies with the Act and I have dismissed the Tenants' application. Therefore, based on all of the above, I grant an order of possession for the rental unit to be effective two days after service on the Tenants.

### Conclusion

The Tenants' application is dismissed. The Landlord's application is allowed and the Landlord is granted an order of possession effective two days after service upon the Tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 17, 2017

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Residential Tenancy Branch