



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS BENEVOLENCE FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Introduction:

Both parties attended the hearing and gave sworn or affirmed testimony. The landlord said they served the tenant with a One Month Notice to End the Tenancy for cause dated July 16, 2018 to be effective August 16, 2018 by leaving it on the mail slot. The tenant said they served the landlord with their Application for Dispute dated July 26, 2018 personally and the landlord agreed they got it. The effective date of the Notice is automatically corrected to August 31, 2018 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. I find the documents were legally served for the purposes of this hearing. The tenant applies pursuant to section 47 of *The Residential Tenancy Act* (the Act)

- a) to cancel the Notice to End Tenancy
- b) to order the landlord to comply with section 29 of the Act regarding entry; and
- c) to order the landlord to make repairs.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The landlord described their housing as a registered charity operating affordable, supportive housing to vulnerable persons. The tenancy began two or three years ago according to the parties, rent is \$442 after the rent increase effective January 1, 2018 but the tenant is still paying \$425 a month through his ministry cheques. His security deposit has been exhausted after applying it to fix damages caused by him. The tenant's unit is described as a single occupancy room.

The landlord served the Notice to End Tenancy for cause for the following listed causes:

- a) The tenant has put the landlord's property at significant risk;
- b) The tenant has caused extraordinary damage to the unit.

The landlord and tenant described the problem. On or about July 12, 2018, the tenant pulled the sink off the wall. This caused flooding which was not reported by the tenant. When the water leaked through to other floors, someone reported it. Police were called and the tenant requested medical help after the damage to his room was discovered but he left the building before Police arrived and subsequently refused medical help. Water damage was noted on the main floor and basement areas and emergency services were engaged to shut off water and remediate the area. When the tenant's room was entered, it was found to be in a shambles with personal property strewn about, the sink knocked off and water pouring into the room. The contents of the room were flooded with standing water pooled on the floor, an area rug was saturated and had to be disposed of and emergency staff mopped the room. The tenant said he had been complaining for about 6 months that his sink was broken but the landlord never fixed it so he pulled it off in frustration. He said he lost clothing, his cowboy boots and jewellery and has been asking for compensation from the landlord.

The landlord's representative said she had scrutinized the maintenance records and found no record of the tenant reporting a broken sink. She agreed with the advocate that their emergency staff are trusted residents who earn an hourly rate for helping out. This is part of their model to assist these vulnerable people. However, she pointed out that the tenant had not made any police report regarding theft of his personal property. She said the tenant had been going through erratic, severely agitated behaviour as reported by his neighbours who were concerned in the days prior to this incident. She notes she has tried to engage the tenant in mediation to work out a solution so he will not lose housing but he is focussed on obtaining compensation for his personal belongings and they have not been able to work with him.

When I queried the tenant regarding some documentary proof of his allegations of lack of maintenance and theft of his personal property, he said he was leaving. His advocate continued to speak for him.

Analysis:

The Notice to End a Residential Tenancy is based on cause. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes it and the tenant disputed it in time.

The onus is then on the landlord to prove they have good cause pursuant to section 47 to end the tenancy. Section 47 sets out a number of causes, any one of which, if

proven, is cause to end the tenancy. I find the landlord satisfied the onus. I find the weight of the evidence is that the tenant caused extraordinary damage to the unit and put the landlord's property at significant risk by pulling a sink off the wall in his room and allowing the water to pour out without reporting it. I find this caused significant flooding which put the property at significant risk. I find the landlord entitled to an Order of Possession two days from service. I note the landlord hopes this will help the tenant to consent to mediation and assistance.

Whether or not the landlord repaired the sink when allegedly requested by the tenant, I find this does not negate the fact that the tenant caused extraordinary damage.

In respect to the tenant's allegation of theft of his property, I find insufficient evidence of theft. I find the tenant did not report it to the police at the time, although they had attended because of the tenant's request for medical assistance. In respect to the tenant's application for repair to the unit, I find insufficient evidence that the landlord has failed to repair as needed. Although the tenant claims he cannot read or write so cannot make written complaints, I find he has assistance from a service worker who attended the hearing to advocate for him so has access to help to make written complaints. I dismiss the tenant's claims.

Conclusion:

I dismiss the tenant's application in its entirety; the filing fee was waived. I grant the landlord an Order for Possession effective two days from service as requested. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme 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: September 18, 2018

Residential Tenancy Branch