



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRO-GRESS CONSTRUCTION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNRL-S, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent; the tenant SJ; and her support person.

I note the hearing commenced at 9:30 a.m. on this date; however, the tenant called into the hearing at 9:30 a.m.

I also note that while the parties provided significant testimony and evidence regarding the tenancy and the nature of the relationship between them and other occupants on the property, this decision records only the relevant testimony and evidence germane to the landlord's Application.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the tenancy began on February 1, 2015 for a currently monthly rent of \$680.00 due on the 1st of each month with a security deposit of \$340.00 paid.

The landlord submitted a copy of a One Month Notice to End Tenancy for Cause issued on June 14, 2019 with an effective vacancy date of July 13, 2019 citing the tenant has

allowed an unreasonable number of occupants in the unit/site; the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and the tenant or a person permitted on the property by 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 and jeopardize a lawful right or interest of another occupant or the landlord.

At the outset of the hearing the parties agreed the tenant was in the process of moving out of the rental unit. The tenant indicated that she had wanted to have been completely moved out by now but that she had been seek for a period of about a week and a half.

The tenant submitted that she could be out of the residential property by Sunday, September 29, 2019. While the landlord sought to have the tenant removed immediately, I informed the parties that even if I were to issue an order of possession today the earliest the tenant would be required to move out would be Sunday.

The parties agreed that an order of possession for Sunday, September 29, 2019 would be acceptable. However, the tenant asked for the time to be extended from the usual 1:00 p.m. to 3:00 p.m. or Monday, September 30, 2019. The landlord did not agree to this. Both parties provided testimony regarding the positions on this issue.

The landlord was concerned that the tenant was trying to extend the time even more. The tenant provided that there is a significant amount of her possessions that had been damaged and were in storage in a unit with restricted access and she would require time to get these out.

I asked the tenant why she had not moved out by the effective date of the notice to end tenancy and she testified that it was difficult to find a new rental unit and as such she had not moved.

The tenant indicated that she could not access the items in storage because they were under another unit with an occupant would not provide her access and so she could not get in to remove these belongings. During the hearing the parties agreed that the landlord would ensure access between the hours of 2:00 p.m. and 4:00 p.m. on Saturday, September 27, 2019.

The tenant indicated that she might not be able to remove the items from the residential property during that time but it should be sufficient time to get the items out of the storage and moved to an accessible area on the property and that she would remove them from property by the date and time of the order of possession.

The tenant asked to have the landlord ensure that another occupant of the residential property not be allowed to be anywhere near her or to cause a disturbance while she is removing her remaining items and possessions. The landlord agreed he would ensure this request was met.

The landlord testified the tenant owed rent for the month of July, 2019 in the amount of \$300.00 and \$680.00 for the month of September 2019. The tenant agreed she owed rent for both of these months. She agreed she owed the full amount of \$680.00 for September and about ½ month's rent for July.

Analysis

As per the agreement of the parties, I find the landlord is entitled to an order of possession effective on September 29, 2019. As to the time the tenant must vacate and remove all of her possessions from the rental unit and residential property I order the tenant must do so no later than 1:00 p.m.

I make this order in consideration of the fact that the effective date of the Notice to Tenancy was over 2 months ago and she provided no legitimate reason as to why she has overheld the rental for this additional time and the fact that the tenant, at this point, as not paid the landlord any rent money for the month of September 2019.

As to the landlord's claim for unpaid rent, I find, based on the agreement of the tenant that she owes the landlord the amount of rent claimed by the landlord and order that she pay the landlord forthwith.

Conclusion

I find the landlord is entitled to an order of possession effective **September 29, 2019 at 1:00 p.m. after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,080.00** comprised of \$980.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$340.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$740.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 26, 2019

Residential Tenancy Branch