



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY
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 Cause pursuant to sections 47 and 55.

Both the landlord and tenant attended the hearing. The landlord was represented by building manager, DJG ("landlord"). The tenant acknowledged being served with the landlord's Application for Dispute Resolution Proceedings Package and did not state there was any concern with timely service of documents. Both parties were prepared to deal with the matters of the application.

Issue(s) to be Decided

Is the landlord entitled to An Order of Possession for Cause pursuant to sections 47 and 55?

Background and Evidence

The landlord provided the following testimony. The tenancy began on July 1, 2018 when the tenant took over a tenancy from her mother who had passed away. The unit is subsidized and the tenant pays her portion of the rent at \$375.00 per month.

The landlord responded to issues of leaking biohazard wastewater coming from the tenant's unit on July 22, 2019 when they discovered hypodermic syringes, shoelaces and clothing from a floor drain in the tenant's unit. On July 24, wastewater was discovered leaking from the tenant's unit into the building manager's office and when the restoration company came to investigate, they discovered the drain cover removed and items placed in it. The same day, the fire department was called for two separate incidents where fires had taken place when the tenant had passed out while cooking. The landlord served the tenant with a One Month Notice To End Tenancy for Cause

later that day by posting it to the door of the tenant's unit. The effective date on the Notice is August 31, 2019 and the reasons for ending the tenancy are listed as:

The tenant or a person permitted on the property by the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- Put the landlord's property at significant risk.

Under 'details of cause', the following is noted:

Tenant has been stuffing clothing and other items in the plumbing and continues to do so after repeated warnings. Has caused black water to leak into the property below.

The landlord submitted invoices from the plumbing company and restoration company.

The first invoice from the plumber reads:

Diagnosed water leak from tenant's unit. Bathtub overflow plate installed and new plate tested. Removed multiple foreign objects from floor drain. Was unsuccessful removing one item. Drain still expecting water fine.

The tenant testified that the whole building suffers from plumbing issues. Despite repeated attempts to have the problem fixed, the landlord has ignored her. She has not been stuffing stuff into the plumbing but her unit is subjected to the black water coming into her unit from elsewhere. The only items she flushes down the toilet is 'normal stuff'. She submits the landlord is confusing her with other tenants who are the real cause of the plumbing issues.

She acknowledges passing out on the floor while cooking bacon on July 24th, awakening to find the landlord standing above her. She attributes the second fire to the landlord not shutting off her stove when he came to investigate the first fire. Her cat fountain was burned because of the landlord's inaction.

The tenant acknowledges she was served with the landlord's One Month Notice To End Tenancy for Cause on July 24th when it was posted to her door. She testified she did not dispute the Notice. She was going to, but the landlord had made an appointment already. The tenant didn't elaborate on what this meant.

Analysis

Sections 47(4) and (5) of the *Act* state:

(4) A tenant may dispute a Notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the Notice.

(5) If a tenant who has received a Notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice, and

(b) must vacate the rental unit by that date.

I am satisfied the tenant was served with the One Month Notice To End Tenancy for Cause on July 24, 2019 in accordance with section 88 of the *Act*.

Based on the landlord's evidence, I am satisfied that the landlord had sufficient grounds to issue the 1 Month Notice and obtain an end to this tenancy for cause. The tenant has not made application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the *Act*, the tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by August 31, 2019. As that has not occurred, I find that the landlord is entitled to an Order of Possession effective 2 days after service upon the tenant. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: October 28, 2019

Residential Tenancy Branch