



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE KETTLE FRIENDSHIP 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 section 55.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on January 29, 2020. The landlord provided a copy of the Canada Post Customer Receipt and tracking label as confirmation. The landlord stated that the package was returned as "unclaimed" by Canada Post.

The landlord also stated that the tenant was personally served with the same package again on February 10, 2020.

I accept the undisputed affirmed testimony of the landlord and find that both parties have been sufficiently served. Although the tenant did not attend, I find that the tenant is deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord provided evidence that this tenancy began on March 15, 2010 on a fixed term tenancy ending on July 30, 2010 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated March 11, 2010.

The landlord stated that the tenant was served with a 1 month notice to end tenancy for cause dated October 23, 2019 by posting it to the rental unit door on October 23, 2019. The 1 month notice sets out an effective end of tenancy date of November 30, 2019 and the reason for cause selected as:

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

- seriously jeopardized the health or safety of lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.

The landlord has submitted a completed proof of service document dated October 23, 2019 which states that the notice was served with a witness on October 23, 2019.

No details of cause were provided on the notice.

The landlord provided written submissions stating "Severe hoarding which has jeopardized the health and safety of the unit as well as the building due to a fire risk. We have been trying to work with J. to reduce hoarding and clutter but she has not followed through with agreement to remove items from her suite, thus we are now filing for an order of possession.

The landlord also confirmed that at no time has the tenant filed an application in dispute of this notice nor has the landlord cancelled the notice to end tenancy.

In support of this claim, the landlord has submitted:

- 5 photographs of the interior of the rental unit with a hand written date of December 17, 2019.
- caution letter dated July 23, 2019 re: crucial to pass suite inspection

- warning letter/notice of inspection dated October 9, 2019 re: possible eviction because of hoarding
- 2<sup>nd</sup> warning letter/notice of inspection dated October 16, 2019 re: possible eviction/failure to pass inspection
- letter dated January 8, 2020, re: packing of suite/ final warning of eviction
- notice of inspection dated February 6, 2020
- 4 photographs of the interior of the rental unit with a hand written date of February 10, 2020.

### Analysis

Section 47(1)(d)(ii) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or person permitted on the residential property by the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. The landlord has also set out in his 1 Month Notice, among other reasons, that the tenant has put the landlord's property at significant risk.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the notice to end tenancy dated October 23, 2019 by posting it to the rental unit door.

Pursuant to section 55 (2) (b) of the Act, a notice to end tenancy having been given by the landlord and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. On this basis, I find that the landlord is entitled to an order of possession to be effective 2 days after it is served upon the tenant.

### Conclusion

The landlord is granted an order of possession.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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: March 31, 2020