



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS 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 section 55.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed 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 by posting it to the rental unit door with a witness on July 2, 2020. The landlord

I accept the undisputed evidence of the landlord and find that the tenant was sufficiently served as per sections 88 and 89 of the Act. Although the tenant failed to attend, the tenant is deemed served as per section 90 of the Act 3 days later on July 5, 2020.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

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.

This tenancy began on May 1, 2017 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated March 28, 2017. The monthly rent was \$775.00 and a security deposit of \$137.50 was paid.

On February 21, 2020, the landlord served the tenant with the 1 Month Notice dated February 19, 2020. The 1 Month Notice sets out an effective end of tenancy date of March 31, 2020 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk; or
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The details of cause provided on the notice state:

The Society warned tenant several times for unsanitary condition and clutter of his unit. 3 warning letters was sent on November 5, 2019, November 22, 2019 and January 30, 2020. Tenant showed no interest of working with the Society or seeking for third party help. The living room is full of bags, clothes, bike, tires, etc piled up. The unit represents a hight risk of fire due to the excessive combustible items stored in living room.

[reproduced as written]

The landlord submitted a copy of a completed proof of service document as confirmation that the 1 month notice dated February 19, 2020 was posted to the tenant's rental unit door on February 21, 2020 with a witness.

The landlord stated that there is a health and safety issue as the tenant is considered a "hoarder". The landlord clarified that the tenant has used the living room and dining room as storage for bagged items, mattresses and bikes which the landlord stated could be a potential risk for a fire. The landlord also stated that there is also a concern for possible mice and a cockroach infestation. The landlord stated that the tenant was served with a warning letter dated November 6, 2019 following a suite inspection. Despite this, the tenant made no efforts to resolve the issue. Subsequent suite inspections resulted in more warning letters dated November 22, 2019 and January 30, 2020. The landlord stated that no actions were taken by the tenant. The landlord also confirmed that just prior to the scheduled hearing a suite inspection was performed on

June 26, 2020. The landlord repeated that the tenant has taken no action to resolve anything.

The landlord also stated that as of the date of this hearing the tenant has taken no interest in resolving the issues nor has the tenant filed an application for dispute of the notice.

In support of this claim the landlord has submitted 7 photographs of the rental unit and the 3 warning letters detailed in the notice to end tenancy.

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 set out in his 1 Month Notice, among other reasons, that the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant by failing to comply with the landlord's requests to clean and declutter the rental unit as it poses a health and safety risk.

I accept the undisputed evidence of the landlord and find that the tenant was served with the 1 month notice dated February 19, 2020 by posting it to the rental unit door on February 21, 2020. Despite not attending, the tenant is deemed to have been served as per section 90 of the Act, 3 days later.

The landlord provided undisputed evidence that the tenant failed to address the landlord's concerns in any way despite receiving 3 warning letters. This is supported by the landlord's photographic evidence on the condition of the rental unit. The landlord also confirmed that as of June 25, 2020 when a suite inspection took place that the tenant has continued to not make any effort to address the issues. I find that the landlord has provided sufficient details for the reasons for cause on the notice dated February 19, 2020.

Pursuant to Section 47(5) if a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with section 47(4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit. The landlord confirmed that the tenant has not filed an application for dispute within the required timeframe. As the

effective end of tenancy date has now passed, I grant an order of possession to the landlord 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 this 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: July 24, 2020

Residential Tenancy Branch