



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAINCITY HOUSING AND SUPPORT
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with the landlord's application for an Order of Possession based on a One Month Notice to End Tenancy for Cause ("1 Month Notice").

The landlord was represented at the hearing; however, there was no appearance on part of the tenant. Since the tenant did not appear, I explored service of the hearing materials upon the tenant.

The building manager testified that she and the support worker, both of whom appeared at the hearing, served the proceeding package to the tenant in person, at the rental unit, on January 19, 2021.

Based on the testimony before me, I accepted that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession under the Act?

Background and Evidence

The landlord submitted that the tenancy started on May 1, 2006 on a month to month basis. The landlord provides supportive housing and rent is subsidized by the provincial government. The tenant is required to pay rent of \$290.00 on the first day of every month. The landlord did not require or collect a security deposit.

The building manager testified that she served the 1 Month Notice to the tenant in person, at the rental unit, with her supervisor present on December 8, 2021. A copy of the 1 Month Notice was provided as evidence for this proceeding. The 1 Month Notice is in the approved form and has a stated effective date of February 1, 2021. The reason for ending the tenancy, as stated on page 2 of the 1 Month Notice is that the tenant has put the landlord's property at significant risk.

The landlord completed the Details of Cause(s) section on the 1 Month Notice as follows (reproduced as written):

Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

TENANT HAS ACCUMULATED AN UNREASONABLE AMOUNT OF COMBUSTABLE MATERIALS IN HER UNIT. VANCOUVER FIRE AND RESCUE HAS ISSUED A CHIEFS ORDER DEMANDING THE FIRE LOAD BE SIGNIFICANTLY REDUCED. THE TENANT IS UNWILLING TO COMPLY OWTHT HE ORDER AND REFUSES TO ALLOW PROGRAM STAFF TO ASSSIST WITH REDUCING THE LOAD. THE UNIT PRESENTS A RISK OF FIRE TO THE TENANT, HER NEIGHBORS, AND TO THE BUILDING.

The landlord submitted a copies of the inspection report and order from the fire chief and warning letters issued to the tenant with respect to the accumulation of materials in the rental unit.

The landlord's representatives testified that the tenant has not cleaned up the garbage despite the orders from the fire chief and has not permitted the landlord's staff to assist her in reducing the fire load. The landlord submitted that the rental unit is located in a multiple unit building and the accumulated fire load poses a significant fire hazard to the property and to other tenants.

The landlord acknowledged that the landlord received monies on behalf of the tenant which were accepted for use and occupancy for the month of March 2021.

The landlord requested an Order of Possession effective seven (7) days after service of the order.

Analysis

Section 55 of the Act provides for the circumstances where a landlord may apply for and obtain an Order of Possession. More specifically, section 55(2)(b) provides as follows:

(2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

In this case, I have been presented with a copy of a 1 Month Notice that is in the approved form and has been duly signed and completed. Therefore, I am satisfied it meets the form and content requirements of section 52 of the Act.

I am satisfied by the unopposed evidence before me that the 1 Month Notice before me was served upon the tenant on December 8, 2020, in person. Where a tenant receives a 1 Month Notice, section 47(5) of the Act provides that a tenant has 10 days after receiving the 1 Month Notice to file an Application for Dispute Resolution to dispute the Notice and if the Notice is not disputed the tenant is conclusively presumed to have accepted that the tenancy will end and the tenant must vacate the rental unit by the effective date. Since the tenant did not file to dispute the 1 Month Notice that was served upon her by filing an Application for Dispute Resolution, I find the tenant is conclusively presumed to have accepted the end of this tenancy and the landlord is entitled to an Order of Possession under section 55(2)(b) of the Act.

Provided to the landlord with this decision is an Order of Possession effective seven (7) days after service of the Order upon the tenant, as requested.

Conclusion

The landlord is provided an Order of Possession effective seven (7) days after service of the Order upon the tenant.

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 30, 2021

Residential Tenancy Branch