



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HILDON HOLDINGS LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55; and
- authorization to recover the filing fee pursuant to section 72.

The tenant did not attend this hearing. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The agent gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on May 21, 2021. The agent entered into written evidence copies of the tracking slips, including the Canada Post Tracking Number. In accordance with sections 89 and 90 the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing package five days after mailing on May 26, 2021.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Is the landlord entitled to recover the filing fee from the tenant for this application?

Background and Evidence

The landlord's agent gave the following testimony. The tenancy began on or about July 1, 2020. Rent in the amount of \$525.00 is payable in advance on the first day of each month. The tenant paid a \$250.00 security deposit which the landlord still holds. The

landlord issued a One Month Notice to End Tenancy for Cause on March 31, 2021 for the following reasons:

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

- *put the landlord's property at significant risk; and*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*

The agent testified that the tenant smashed the sprinkler head in her unit causing extensive amounts of water to damage her unit, the unit below hers and the common area hallway on the floor below. The agent testified that the damage was extensive and that the costs are still being calculated. The agent testified that the tenant has not made any efforts to rectify the situation. The agent requests that the tenancy end and the landlord be granted an order of possession.

Analysis

When a landlord issues a notice under section 47 of the Act, they must provide sufficient evidence to justify the issuance of that notice. The landlord has provided sufficient evidence to show that the tenant has caused significant damage to the landlords' property by way of video, documentation, and undisputed testimony. The tenant has not filed an application to dispute the notice and has not submitted any disputing evidence or participated in this hearing. Based on the above, I find that the landlord has provided sufficient evidence to show that this tenancy should end and be granted an order of possession.

The form and content of the Notice is in accordance with section 52 of the Act. The One Month Notice to End Tenancy for Cause dated March 31, 2021 is in full effect and force. The tenancy is terminated. The landlord is granted an order of possession pursuant to section 55 of the Act. The landlord is also entitled to retain \$100.00 from the security deposit for the recovery of the filing fee.

Conclusion

The landlord is granted an order of possession.

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 14, 2021

Residential Tenancy Branch