



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nanaimo Affordable Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The landlord applied for:

- an order of possession for the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice) served on the tenant.

The landlord's agents (agents) attended the telephone conference call hearing; the tenant did not attend or file written evidence for the hearing.

The landlord provided their affirmed testimony. The agent testified that they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on July 30, 2021. The landlord submitted documentary evidence containing the tracking number for the mail.

Based upon the submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions are reproduced here.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit as a result of the Notice?

### Background and Evidence

The agent submitted evidence that this tenancy began on October 1, 2018.

The agent submitted evidence that they served the tenant the Notice by personal service on June 30, 2021. The Notice was dated June 30, 2021, listed an effective end of tenancy date of July 31, 2021. The landlord filed a copy of the Notice into evidence.

The causes listed on the Notice stated that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk.

The agent submitted that for months, other tenants in the residential property have complained about the stench emanating from the tenant's rental unit, which has impacted their rights to quiet enjoyment. The landlord said that they have worked with the tenant so that the tenant would go into counseling for his hoarding issues, but the tenant will not do so. The agent submitted that the tenant has refused to get help.

The agent submitted when they have attempted to assist the tenant, he becomes aggressive and confrontational. The agent said that it has come to a point that they are afraid of more property damage due to the tenant's filth and hoarding, and that the filth is mostly food related, causing a high risk of pests.

The agent stated that they have continued to receive complaints from other tenants about the stench and had no choice but to seek to evict the tenant.

Filed in evidence were written requests from other tenants in the residential property and photographs of the interior of the rental unit, showing the extreme clutter.

### Analysis

I have reviewed all the evidence and accept that the tenant was served with the Notice as declared by the landlord on June 30, 2021, which listed a move-out date of July 31, 2021.

The Notice served on the tenant sets out that the tenant had ten (10) days to file an application for dispute resolution in dispute of the Notice. It also sets out that if the tenant did not file such an application within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice, in this case, July 31, 2021.

The undisputed evidence also is that the tenant failed to make an application for dispute resolution to contest the Notice.

As such, I therefore find the tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, or July 31, 2021.

I have reviewed the Notice and find it was completed in accordance with section 47 of the Act. I also find the One Month Notice was completed in the approved form and the content meets the statutory requirements under section 52 the Act.

I have reviewed the landlord's undisputed evidence and find they had sufficient cause to end the tenancy based upon the condition of the rental unit and the loss of quiet enjoyment for other tenants.

I therefore **order** the tenancy ended on July 31, 2021.

I find the landlord is entitled to and I **grant an order of possession of the rental unit (Order)**, pursuant to section 55(2)(b) of the Act, effective two days after service of the order upon the tenant.

The tenant must be served the Order to be effective. If the tenant fails to voluntarily comply by vacating the rental unit immediately, the Order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court if it becomes necessary.

The tenant is cautioned that costs of such enforcement, **such as bailiff costs and filing fees**, are recoverable from the tenant.

Conclusion

The tenancy has been ordered ended on July 31, 2021.

The landlord's application for an order of possession of the rental unit is granted.

The landlord has been issued an order of possession of the rental unit, effective two 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 16, 2021

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Residential Tenancy Branch