



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPC**

### Introduction

The hearing was convened as a result of the Landlord's application for an Order of Possession pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Tenant did not attend this hearing scheduled for 11:00 am. I left the teleconference hearing connection open for the entire hearing, which ended at 11:14 am, in order to enable the Tenant to call into this teleconference hearing. The Landlord's agent ("TL") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that TL and I were the only ones who had called into this teleconference.

TL testified that the Notice of Dispute Resolution Proceeding and the Landlord's evidence ("NODP Package") was served on the Tenant by registered mail on July 28, 2021. TL submitted a Proof of Service on Form RTB-34 confirming service together with the registered mail stub which provided the tracking number of the NODP Package. I find that the NODP Package was served on the Tenant in accordance with sections 88 and 89 the Act. In accordance with section 90, the Tenant is deemed to have received the NODP Package on August 2, 2021.

TL testified that the Tenant did not serve any evidence on the Landlord.

Issue to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Landlord's application and my findings are set out below.

TL testified that the tenancy started on January 1, 2020 on a month-to-month basis with rent of \$1,000.00 payable on the 1<sup>st</sup> of each month. No security or pet damage deposit was required to be paid by the Tenant.

TL testified that the Landlord served the Tenant with a One Month Notice for Cause dated June 23, 2021 ("1 Month Notice") by registered mail. JL submitted a Canada Post receipt and tracking number to corroborate service of the 1 Month Notice by the Landlord on the Tenant. I find that the 1 Month Notice was served on the Tenant in accordance with section 88 the Act and, pursuant to section 90, the Tenant is deemed to have received the 1 Month Notice on June 28, 2021.

TL stated the Landlord was not aware of any application by the Tenant to dispute the 1 Month Notice. TL also stated that as of the date of this hearing, the Tenant has not vacated the rental unit.

The 1 Month Notice listed nine causes for ending the tenancy as follows:

1. tenant is repeatedly late paying rent;
2. tenant or person permitted on the property by the tenant has
  - (a) significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - (b) seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
  - (c) put the landlord's property at significant risk;

- (d) engaged in illegal activity that has, or is likely to damage the landlord's property;
  - (e) engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the landlord;
  - (f) engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord;
  - (g) caused extraordinary damage to the unit/site or property/park; and
3. Non-compliance with an order under the legislation within 30 days after the Tenant received the order or the date in the order.

The 1 Month Notice provides the following details of the causes for ending the tenancy:

- 1) Tenant was always late in rent payment in most of the months of rental period;
- 2) Tenant repeatedly violate City regulation and bylaw by accumulating domestic garbages, trashes, metal, plastics, cardboard, shopping carts etc on the property making it Untidy and Unsightly Premises as deemed by City compliance officer. Despite several warnings, tenant didn't improve and result in City action at landlord's expenses;
- 3) Tenant repeatedly violate City regulation and bylaw by allowing generating noise became noise to neighborhood as power was disconnected by BC Hydro due ot hydro meter was damaged by tenant;
- 4) June 17<sup>th</sup> 2021, Property has been deemed by City compliance officer to be nuisance property, and owner subject to \$1000 each day.

Detailed City letters were sent to tenant each time.

TL testified the Tenant did not pay for the electrical service and BC Hydro had disconnected the electrical service to the rental unit. TL stated the Tenant had damaged the electrical meter. TL stated that the Tenant brought in a generator on the property to provide electrical service to the rental unit. TL stated that running a generator on the property posed a serious fire hazard and, as a result, the Tenant put the Landlord's property at significant risk.

TL testified that, as a result of the Tenant running the generator on the residential premises, there had been a major fire at the rental unit on September 3, 2021. TL stated that, after the fire, the City of Maple Ridge Fire Department boarded up the remnants of the rental unit. TL submitted an email to the Landlord dated September 3, 2021 from the

City of Maple Ridge (“City”). In that email, the City advises that the rental unit was uninhabitable due to the fire damage. The email further states “You will need to have this house demolished and property fenced off as soon as possible.”.

TL stated that, notwithstanding the dangerous condition of the rental unit, the Tenant continues to sneak into the unit from time to time. As a result of the Tenant continuing to enter the rental unit, TL requested on behalf of the Landlord, an Order of Possession to take effect as soon as possible.

### Analysis

Although the Landlord specified nine causes in the 1 Month Notice, I will restrict my analysis to whether the Landlord has shown cause, on a balance of probabilities, that the tenancy be ended on the basis that the Tenant put the Landlord’s property at significant risk.

Subsections 47(1)(d)(iii) provides that a landlord may give notice to end the tenancy if the tenant has put the landlord’s property at significant risk. Subsections 47(4) and 47(5) provide:

- 47 (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.
- (5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant
  - (a) is *conclusively presumed* to have accepted that the tenancy ends on the effective date of the notice, and
  - (b) must vacate the rental unit by that date.

[emphasis added in italics]

I accept the undisputed affirmed testimony of TL and find the 1 Month Notice was properly served by mailing it by registered mail to the Tenant on June 23, 2021. Pursuant to section 90 of the Act, it is deemed to have been served five days after it was posted. As such the Tenant had until July 5, 2021 (the first business day following 10 days after deemed service of the Notice) to file an application to dispute the 1 Month Notice. There is no evidence before me that the Tenant made an application to dispute

the 1 Month Notice. As a result, section 47(5) provides the Tenant is conclusively presumed to have accepted that the tenancy ended on July 31, 2021. As of the date of this hearing, the Tenant has not vacated the rental unit.

The undisputed testimony of the Landlord is that the Tenant placed the Landlord's property at significant risk by running an electrical generator on the residential premises that appears to have caused a fire. I find that the Landlord has established cause under section 47(1)(d)(iii) of the Act. I have reviewed the 1 Month Notice and find that it complies with form and content requirements of section 52 of the Act. As such, I find the 1 Month Notice is valid.

Based on the foregoing, I find the Landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

#### Conclusion

The Landlord is provided with an Order of Possession effective two (2) days after service of this Order on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 1, 2021

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Residential Tenancy Branch