



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenants applied for an order to cancel a One Month Notice to End Tenancy For Cause, dated October 27, 2021 (the One Month Notice).

The hearing started on time at 9:30 a.m. The Tenants did not attend, despite the teleconference line remaining open for 10 minutes. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified they served the Tenants with their written evidence by registered mail on December 8, 2021, and submitted as evidence a Canada Post receipt and tracking number. Based on the Landlord's undisputed testimony and evidence, I find their written evidence served on the Tenants in accordance with section 89 of the Act, and deemed received by the Tenants on December 13, 2021, pursuant to section 90 of the Act. The Landlord testified they served photographic evidence on the Tenants in person on December 30, 2021. I find the Landlord's photographic evidence served on the Tenant in accordance with section 89 of the Act.

As the Tenants did not attend the hearing, I dismiss their application to cancel the One Month Notice.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord confirmed the following regarding the tenancy. It began on August 1, 2016; rent is \$772.98, due on the first of the month; and the Tenants paid a security deposit of \$360.00 and a pet deposit of \$377.50, which the Landlord still holds.

The Landlord testified they served the One Month Notice on the Tenants by posting it to the door on October 27, 2021; the Tenants' application indicates they received the Notice the same day. A copy of the One Month Notice was submitted as evidence. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because:

- the Tenant or a person permitted on the property by the tenant has put the Landlord's property at significant risk;
- the Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park;
- the Tenant has not done required repairs of damage to the unit/site/property/park; and
- the Tenant has breached 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(s) section of the One Month Notice includes:

October 18, 2021 [the Tenants] in suite [number] were served with a warning letter as [the Tenant's] old truck was dripping large amounts of oil in his designated parking spot and throughout the common parking lot of the [number] unit apartment building. There is a very visible trail of drip marks from the entrance of the parking lot at the top driveway right to his parking spot as well as an extensive drip trail heading all the way out the lower end of the parking lot. There is also a large oil stain in front of the back entrance. Tenants have reported the truck in question has been seen parked there when [the Tenant] is loading and unloading. There is also another large stain within the drip trail in front of his [relative's] suite. None of these areas have been cleaned despite being given a week to address the problem as of the evening of October 26th (photos available). This is a serious liability issue as it is a serious slip hazard

and causes significant damage to the building as the oil gets tracked inside. Also, untreated oil stains will cause deterioration of the asphalt.

The Landlord testified that an employee slipped on the oil around the end of October, 2021.

The Landlord testified that one of the Tenants made an effort to clean up the oil, but that their efforts made no visible improvement, and the truck is still there all the time, dripping more oil.

The Landlord testified there has been no improvement or resolution to the situation since the One Month Notice was issued, and that as a result, they are seeking an order of possession for January 31, 2022.

Analysis

Based on the Landlord's undisputed testimony and the evidence before me, I find the Landlord served the Tenants the One Month Notice on October 27, 2021, in accordance with section 88 of the Act, and that the Tenants received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

I accept the Landlord's undisputed testimony that they served the One Month Notice as the Tenant's truck continues to drip large amounts of oil, causing at least one person to slip, and causing oil to be tracked into the property.

Section 55 of the Act states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As I find the One Month Notice complies with section 52 of the Act, and I have dismissed the Tenants' application to dispute the Notice as they have not attended the hearing, I find the Landlord is entitled to an order of possession. The tenancy will end on January 31, 2022.

Conclusion

The Tenants' application is dismissed; the One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective January 31, 2022 at 1:00 p.m. The order of possession must be served on the Tenants. The order of possession 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: January 12, 2022

Residential Tenancy Branch