



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOGWOOD HOLDINGS SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPC, FFL
Tenant: CNR, OLC, FFT

Introduction and Procedural History

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a residential tenancy dispute.

On February 25, 2022, tenant BA applied for:

- an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- an order for the landlord to comply with the Act, regulation and/or tenancy agreement; and
- the filing fee.

On March 8, 2022, the landlord applied for:

- an order of possession, having served a One Month Notice to End Tenancy for Cause, dated February 18, 2022 (the One Month Notice); and
- the filing fee.

This hearing was reconvened after a hearing on the tenant's application was adjourned on May 17, 2022. This decision should be read in conjunction with the Interim Decision issued on May 19, 2022.

For the reconvened hearing, the landlord's application was crossed with the tenant's application.

The Interim Decision and notices of reconvened hearing (containing the call-in numbers for this hearing) were sent to each of the parties using the contact information provided to the Residential Tenancy Branch.

Reconvened Hearing and Non-attendance of Party

The reconvened hearing was attended by only the landlord, who was reminded they had been affirmed, and of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings. The tenants did not attend the hearing.

Rule 7.1 of the Rules of Procedure provides as follows:

7.1 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

As the tenant did not attend the hearing at the appointed date and time, I dismiss their application without leave to reapply.

The landlord testified that only tenant BA remains in the rental unit, and that tenant JV signed a mutual agreement to end the tenancy.

The landlord testified they served their evidence on the tenants by registered mail on March 17, 2022, and provided a tracking number, as noted on the cover page of this decision. The landlord testified they also slid a copy of their evidence under the door of the rental unit on April 8, 2022. Having checked the tracking number, I find the landlord served their evidence on the tenants in accordance with section 88 of the Act, and deem the documents received by the tenants on March 22, 2022, in accordance with section 90 of the Act.

Issues to be Decided

- 1) Is the landlord entitled to an order of possession?
- 2) Is the landlords entitled to the filing fee?

Background and Evidence

The landlord provided the following particulars regarding the tenancy. It began June 1, 2021; rent is \$1,300.00, due on the first of the month; and the tenants paid a security deposit of \$650.00, which the landlord still holds.

A copy of the One Month Notice is submitted as evidence. It is signed and dated by the landlord, gives the address of the rental unit, states the effective date of the Notice, states the grounds for ending the tenancy, and is in the approved form.

The landlord testified they served the One Month Notice on the tenants by posting it to door on February 18, 2022. The One Month Notice indicates the tenancy is ending because:

- the tenant or a person permitted on the property by the tenant has:
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
 - put the landlord's property at significant risk; and
- the tenant or a person permitted on the property by the tenant has 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.

The Details of the Events section states:

Details of the Event(s):
January 9th 2022: Conduct letter issued RE January 1 2022 noise complaint, fighting and broke master bedroom window - Ruined neighbours quiet, peaceful, enjoyment.
February 14th 2022: Breach letter issued RE No Hydro in suite and told by tenant utilities were cancelled with BC Hydro. Section 14: Material Term UTILITIES. Landlord gave a reasonable amount of time to correct Breach.
February 15th 2022: Co tenant unable to set up BC Hydro account as there was an active account at this address. Electrician brought to check condition of electrical panel and found all wiring disconnected at breakers and left live in panel - Endangerment of Landlords property and other tenants.

The landlord testified that the tenant disconnected the fuses, leaving live wires, which were discovered by the electrician. The landlord testified this is a major fire hazard. The landlord submitted the tenant did this so the other would not be able to use the electricity.

The landlord testified that they issued a conduct letter to the tenant in mid February 2022 after visiting the unit. The landlord testified that when he visited the unit because the tenants had a "screaming match about utilities," he found the unit dark and cold. The landlord testified that tenant BA said he had stopped paying the hydro as he could not afford it.

The landlord testified that as the tenant had not paid rent for June 2022, the landlord was seeking a 2-day order of possession.

Analysis

I find that the One Month Notice is deemed received by the tenant on February 21, 2022, three days after posting, in accordance with sections 88 and 90 of the Act.

I find that the landlord's One Month Notice meets the form and content requirements of section 52 of the Act as it is signed and dated by the landlord, gives the address of the rental unit, states an effective date of the notice, states the reasons for ending the tenancy, and is in the approved form.

Section 55(1) of the Act states that when a tenant's application to cancel a notice to end tenancy is dismissed and the notice to end tenancy complies with the form and content requirements of section 52 of the Act, the director must grant an order of possession to the landlord.

I accept the landlord's unchallenged and affirmed testimony that the tenant disconnected fuses, leaving live wires which created a fire hazard which seriously jeopardized the safety of other occupants, and put the landlord's property at significant risk.

Considering the above, and pursuant to section 55(1) of the Act, I find that the landlord is entitled to an order of possession.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the landlord is successful in their application, I order the tenant to pay the \$100.00 filing fee the landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the landlord to retain \$100.00 of the Tenant's security deposit in satisfaction.

The security deposit for this tenancy is reduced by \$100.00 to \$550.00.

Conclusion

The landlord's application is granted.

The landlord is granted an order of possession which will be effective two days after it is served on the tenant. The order of possession must be served on the tenant. 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: June 13, 2022

Residential Tenancy Branch