



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRISTOL ESTATES 13301 GP  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL

### Introduction

This hearing was scheduled to convene at 1:30 p.m. on November 24, 2022 concerning an application made by the landlord seeking an Order of Possession for cause and to recover the filing fee from the tenants for the cost of the application.

The landlord was represented at the hearing by 2 agents, one of whom gave affirmed testimony. The landlord also called 1 witness who gave affirmed testimony. However, the line remained open while the telephone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenants joined the call.

The landlord's witness testified that the tenants were individually served with the Application for Dispute Resolution, Notice of Dispute Resolution Proceeding (the Hearing Package) along with all evidence by registered mail on September 2, 2022 and has provided copies of the registered mail envelopes as evidence. I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause dated July 25, 2022 was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on September 1, 2011 and reverted to a month-to-month tenancy after August 31, 2012 and the tenants still reside in the rental unit. A copy of the tenancy agreement has been provided for this hearing which specifies rent in the amount of \$850.00 payable on the 1<sup>st</sup> day of each

month, however the landlord's agent testified that rent has been increased over time and is now \$1,002.00 per month, and there are currently no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$425.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex, and the landlord's agent does not reside on the rental property.

The landlord's agent also testified that on July 25, 2022 the tenants were served with a One Month Notice to End Tenancy for Cause and a copy has been provided for this hearing. It is dated July 25, 2022 and contains an effective date of vacancy of August 31, 2022. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
  - put the landlord's property at significant risk;
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park;
- Tenant has not done required repairs of damage to the unit/site/property/park;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

A Proof of Service document has also been provided for this hearing showing that the tenants were served on July 25, 2022 by posting it to the door of the rental unit with a witness.

The tenants almost flooded the building by having the bathtub running for up to 6 months with hot water. The landlord was getting complaints from other tenants about no hot water, and hot water also heats the building. The building is attached to another building, and the buildings were constantly running out of hot water. The landlord spent thousands of dollars to find the issue and eventually went to inspect about 25 units and found that the water was flowing full blast in the bathtub of the rental unit, which caused damage to the unit below.

Health and safety is the most important issue; the windows are kept closed, there is no airflow, and mould and discoloration are throughout the rental unit. Photographs dated July 22, 2022 have been provided for this hearing.

The landlord has attempted to assist the tenants by giving them cleaning products and time to correct the issue, but maintenance staff could not breathe in the unit. The landlord has also contacted Social Services and others to assist, but no assistance was given.

### Analysis

Where a tenant is served with a One Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute it by filing an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, no one for the tenants joined the hearing, and I have searched the records and find no applications made by the tenants, and no application from the tenants is before me.

I have also reviewed the evidentiary material, and I find that the One Month Notice to End Tenancy for Cause is in the approved form and contains information required by the *Act*. I have also reviewed the photographs and correspondence provided by the landlord, and I find that the landlord had cause to issue the Notice.

I grant an Order of Possession in favour of the landlord. Since the effective date of vacancy contained in the One Month Notice to End Tenancy for Cause has passed, I grant the Order of Possession effective on 2 days notice to the tenants. The Order of Possession must be served to the tenants, and may be filed in the Supreme Court of British Columbia for enforcement.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlord as against the tenants in that amount, and I order that the landlord may keep that amount from the security deposit held in trust, or may otherwise recover it by serving the monetary order on the tenants and filing it for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the landlord may keep that amount from the security deposit held in trust, or may otherwise recover it.

This order is final and binding and may be enforced.

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: November 24, 2022

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Residential Tenancy Branch