Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution on September 17, 2022 to dispute the One-Month Notice to End Tenancy for Cause. The matter proceeded by way of a hearing pursuant to s. 74(2) to the *Residential Tenancy Act* (the "*Act*") in a hearing that reconvened three more times, starting on November 10, 2022.

The Landlord attended with counsel, and the Tenant attended with a Tenant advocate who presented submissions with them and on their behalf. There were cross-examinations, and each party had the opportunity to query the other on matters concerning the tenancy and the Landlord's service of the One-Month Notice to End Tenancy for Cause (the "One-Month Notice").

The Tenant provided evidence to the Residential Tenancy Branch and the Landlord via their counsel from October 22, 2022 through to November 4, 2022. The Landlord stated they had no objection to this disclosure of the evidence and written submissions from the Tenant.

The Landlord provided evidence to the Tenant directly in advance of the first hearing. The Tenant in the hearing stated they took no issue with the service of the Landlord's written submissions or evidence served to them directly.

Preliminary Matter – decision time limit

The hearing process is intended to be an expedient measure to determine parties' rights and obligations under the *Act* and/or a tenancy agreement between the parties.

While the *Act* s. 77(1)(d) sets a 30-day time limit for a decision of the delegated decision-maker, ss. (2) does not invalidate a decision that is given close to, or on, the 30-day mark. I reached this decision through review and evaluation of all parties' testimony, and many pages of evidence submitted by both parties for this hearing. The parties' right to due process, for a thorough consideration of all evidence, and my deliberation of the applicability of the law, outweighs the need for a prompt written decision in this matter. In particular, this matter before me is an eviction which is a matter of serious human consequence, and there was a lot of material to consider and analyze in this matter.

Issue(s) to be Decided

Is the Tenant granted a cancellation of the One-Month Notice?

If unsuccessful, is the Landlord entitled to an order of possession, as per s. 55 of the *Act*?

Background and Evidence

The Tenant on their Application provided the start-of-tenancy date of August 1, 2020. In their written submissions they provided that they moved into the basement suite at the rental unit property on July 15, 2020.

The Landlord initially lived in the upstairs part of the rental unit property for approximately two years. On September 1, 2022 the Landlord rented the upstairs rental unit to a new tenant and their children.

By way of background, the Tenant presented that have post-traumatic stress disorder, a brain injury, and back problems. A note from a doctor in their evidence lists "major depressive disorder." They are sensitive to "sudden, loud noises". The Tenant described losing their partner recently. They are self-employed and able to carry on with their work in the rental unit.

The Landlord served the One-Month Notice to the Tenant on September 20, 2022, with the intention of ending the tenancy on October 31, 2022. The Landlord indicated that the Tenant "significantly interfered with or unreasonably disturbed another occupant or

the landlord." They provided the following details on the One-Month Notice document page 2:

> [The Tenant] sent various emails on Sept 16, 18 & 20/2022 containing threats and very disturbing language. The emails are confusing and we're not sure exactly what [the Tenant] wants but he has threatened in his words: very very bad consequences, if we don't comply. [They have] threatened to make things very costly and painful for us as landlords for asking [them] to respect [their] neighbours right to privacy. We are extremely disturbed and upset by [their] communication and wish to end the tenancy with [the Tenant] as we are concerned for our own wellbeing as well as our upstairs tenant . . .and [their] children. . . [The Tenant's] behaviour is terrifying and we would like [the Tenant] to leave as soon as possible. We are worried about [their] escalating and feel it is our responsibility to provide a safe environment for the children who live in the home. [The Tenant] has threatened us many many different ways including campaigning against us to the neighbours and we are concerned that [the Tenant] may also be violating their privacy and right to peaceful homes as well. [The Tenant's] communication with us have discriminated against us for our age, gender, national origins, economic standing and [the Tenant] has swore at us repeatedly in [their] communication. The tenancy agreement is not working for [the Tenant] or for us. It is our opinion that no one should have to deal with this type of abuse or harassment. [The Tenant's] treatment of us has been dehumanizing and very stressful. Copies of all the threats and emails have been saved. Copies of the emails are attached.

i. <u>the Landlord's submissions and evidence</u>

In one affidavit from the Landlord, sworn on October 25, 2022, they set out the following:

- the Landlord resided in the upper part of the rental unit property for a time, and it became apparent to them that the Tenant "did not understand or respect personal boundaries." The Landlord tried to limit contact with the Tenant.
- a new tenant moved into the upstairs unit in September 2022
- the Landlord asked the Tenant to respect the privacy of the new tenant – the Tenant responded positively via text and stated things were good
- the upstairs tenant advised the Landlord of smoke odour, and the Landlord asked the Tenant about the smoke on September 14. The Tenant "appeared offended and/or hurt and it was at this time that [the Tenant] made [their] first noise complaint regarding [the upstairs tenant]."
- on September 16, the Landlord received an email from the Tenant about "concerning topics" with "issues about [the rental unit] and utilities which were already discussed and agreed to." At the end of this message, the Tenant stated "Please do not respond (if you have any Questions) until Sunday night. . ."

- on September 18, the Tenant emailed again, in which they "appear[ed] to be threatening me and/or [the upstairs tenant]."
- on September 20 the Tenant sent three emails, including "overt threats to [the Landlord's] safety" – on a follow-up, the Landlord noted that the Residential Tenancy Branch and the RCMP advised that the Landlord had cause to evict the Tenant
- on September 21 the Landlord specified to/with whom they wished to have communication with the Tenant, in response to this the Tenant sent three emails, and these emails prompted the Landlord to serve the One-Month Notice, with the reasons being the Tenant's interference with the upstairs tenant's use of their unit, and the "threatening communication to us."
- the Tenant followed with emails on September 22 and 23, with the tone being "again abusive and threatening"
- the Tenant's email of September 25 referred to "enforcing the peace", followed by another email
- on September 28 the Tenant sent another "abusive and threatening" email – this included photos of an injury the Tenant sustained on the property – the Landlord became concerned that the Tenant was searching for ways to hurt themself, thereby assigning blame to the Landlord
- the situation equated to problems with mail delivery at the rental unit property, and the upstairs tenant felt very limited in their transit to/from the rental unit, and their full use of the rental unit property yard space
- the Landlord also mentioned the Tenant's use and storage of chemicals for their sign-making business that takes place within the rental unit
- on October 23, the upstairs tenant was addressing their child's behaviour, and this led the Tenant to "bang on [their] ceiling and call the RCMP" – the Landlord questioned the Tenant's statement that the upstairs disturbance broke a light in their own unit. The Landlord was curious how the Tenant obtained both before (*i.e.*, unbroken) and after (*i.e.*, broken) photos of the broken light fixture.

The Landlord provided copies of all emails they received from the Tenant outlined in the timeline above. In the hearing, the Landlord spoke more briefly to the timeline involved and the events. By September 16, they felt "threatened and concerned" and they felt there was no other way to deal with the situation than to go to the police. This was the email correspondence that they found "extremely aggressive, intimidating and harassing." This Landlord reiterated they were limited in their capacity to deal with the situation, and this is why the Landlord set a boundary with their communication, from one Landlord party only to the Tenant.

In the hearing, the Tenant had the chance to query the Landlord on this affidavit content and their testimony. They questioned the Landlord's recall and knowledge of a noise complaint generated by the Tenant regarding the upstairs tenant, and the Landlord seemingly delayed their response to the Tenant about the concern the Tenant raised about noise emanating from above.

The Tenant countered the Landlord's opinion that messages were "threatening", meaning that the Tenant was merely asserting their own rights as a tenant. To this, the Landlord responded that they focused on the language that set out "consequences" as expressed by the Tenant, basically stating "a threat is a threat in my opinion", with, as the Tenant described, "painful" and "costly" consequences. Additionally, the Tenant submitted that perceived threats were those referring to matters that were legal and/or financial; however, the Landlord reiterated "it's beyond legal or financial. . . [I] just see a [person] who's hell-bent on making my life miserable."

The Tenant also countered by stating they did not receive a warning about the communication issue. There was no warning about a possible end to the tenancy for the reasons centering on the emails and the tone, use of language, or perceived threats. The Tenant queried the Landlord on miscellaneous points in the email messages, and inferences. The Landlord re-stated their understanding of what particular statements meant to them.

The Landlord provided a second affidavit in this matter, sworn on October 27, 2022. They outlined the need to have a rental unit inspection, in response to the Tenant's claim that a light in their unit was broken because of the upstairs tenant. This inspection was on October 26 with the Tenant and their advocate present at that time. The Landlord described having to exit the unit twice at the Tenant's request, and the Landlord noted the Tenant's personal effects at the time: a bandana covering their face, and sunglasses. The Landlord noted specific instructions from the Tenant on who they could address or where they could look, as well as "shouted abusive comments" making the whole experience "very stressful, uncomfortable" with the Landlord "afraid for [their] safety". Additionally, the Landlord set out the communication from the upstairs tenant that they were wanting to move out from their own rental unit, and the impact this was having on the upstairs tenant's children.

In further detail on this affidavit and overall impressions, the Landlord in the hearing stated they were feeling harassed by the name-calling messages in the body of the messages, *i.e.*, "arrogant" and "evil". Their communication with the Residential Tenancy Branch on this communication was that it would constitute a reason to end the tenancy.

In questioning the Landlord in the hearing regarding the tenor of the situation prior to service of the One-Month Notice, the Tenant had recalled their kinship with the upstairs tenant's children, and there were "no issues prior to this'. As of the date of the hearing, the upstairs tenant was having to stay elsewhere due to their concerns about the Tenant's behaviour.

The upstairs tenant provided an affidavit in this matter, sworn on October 26, 2022. The upstairs tenant also attended the hearing to speak to the matter. In this affidavit they noted the following:

- the Tenant was initially "very chatty" with the upstairs tenant – this included details on the Tenant's life experiences and self-disclosure about many facets of their personal situation
- the upstairs tenant asked the Tenant to refrain from smoking around their children, and they smelled smoke in their own unit on a regular basis
- the Tenant would interrupt with queries to the upstairs tenant and/or their guests
- the upstairs tenant took to avoiding certain areas of the property, parking on the street, and making adjustments for more privacy in their rental unit, and they and their children were very conscious of noise queries from the Tenant
- on October 22 in the early evening the upstairs tenant's child "screamed in frustration for less than a minute", to which the Tenant banged on their own ceiling, and subsequently called the police
- they and their children remain "genuinely fearful of [the Tenant] and [their] actions.

In the hearing, the upstairs tenant described each day being a "struggle to settle/move on a daily basis". They had "discomfort" during their discussions with the Tenant about third parties, as well as the Tenant asking the upstairs tenant if their kids were alone. Matters about incidental noise from above resulted in the Tenant's calls to the police, and the police attended twice in answer to those calls. The police in one visit described the call being that the upstairs tenant was beating their child. All of these matters surrounding their own place of residence were having a negative effect on their children and their working life.

The Tenant directed questions to the upstairs tenant, who clarified that the Landlord informed the upstairs tenant that noise was not an issue. The Tenant self-disclosed their need for use of cannabis, between 5 to 10 times per day. The upstairs tenant clarified that the Tenant here did not make direct threats to them; however, it was "just the way [the Tenant] looks at me", as detailed in their affidavit.

ii. the Tenant's submissions and evidence

The Tenant provided a written submission in this matter, containing the following points:

- the September 16 email set out that they were "jolted awake" (causing back problems) by a very loud noise from upstairs in the later evening – this email included statements about the Tenant's appreciation of the Landlord and the living arrangement – this email also set out the Tenant's concern that the Landlord had not fully informed the upstairs tenant about all facets of the Tenant living downstairs, including their licensed use of cannabis, the noise factor, and common areas
- there was another instance of the Tenant being awoken by a child's "screaming profanities" from upstairs
- the September 21 email was the Tenant notifying the Landlord about being awoken again a third time by children running back and forth
- emails from September 18 was a follow-up from the Tenant, not having had a response from the Landlord. re-stating their concerns about the later evening noise level from upstairs
- the September 20 email was the Tenant's statement that they were angry at having no response from the Landlord, and this caused anxiety – at this point the Tenant advised they would pursue a claim, believing the upstairs tenant should be investigated, and the RCMP should be present if the Landlord chose to attend at the rental unit
- The Tenant's written submission describes their own "intemperate and even vulgar language", but adds they did not "threaten", and they referred to "legal recourse" – they perceived the parties did not care about triggering their PTSD
- the RCMP attended on September 20 and spoke to the upstairs tenant – there was no caution or charge against the Tenant
- the Tenant responded to the Landlord's September 21 response to them, to say "I just needed a reaction", and "maybe someone [*i.e.*, the Landlord] should have said what you just said in your email"
- after the One-Month Notice, the Tenant visited the hospital, and a doctor's note in the evidence reports the tenancy matter having a negative impact on the Tenant
- the Tenant's September 22 email to the Landlord was their notification to the Landlord that they would be applying to the Residential Tenancy Branch, "including punitive or aggravated damages"

- the Tenant's advocate requested communication only through them, to not exacerbate the situation – after this time the Tenant did not email to the Landlord.

In their written submission, the Tenant listed relevant case law and prior Residential Tenancy Branch decisions to underline the following principles that apply in this situation:

- an arbitrator must consider post-Notice [*i.e.*, a notice to end tenancy] conduct of a tenant in line with the "protective purpose of the [*Act*]"
- the burden of proof is on a landlord to prove cause – "Unless there is a single occurrence that is so severe that it warrants an immediate end to the tenancy fairness requires that the landlord give a tenant notice that the conduct in question is in violation of the tenancy agreement or Act together with a written warning that a repeat of the behaviour in question will result in the tenancy being terminated"

In addressing the Landlord's proof of cause more specifically, the Tenant in their written submission pointed to the content of the One-Month Notice. specifically where the Landlord stated that the Tenant's emails were "confusing" and they were "not sure exactly [the Tenant] wants", but allege threats were present in those emails – these threats are limited to legal consequences. The emails initially were the Tenant's attempt to communicate their distress about the Landlord's failure to address "late-night disturbances", adequate heat, and fire alarms.

By September 20, the Tenant was angry, at their breaking point, not having received a response from the Landlord to their messages. At this point, the Tenant's threats were still limited to legal remedies, and their reporting the matter involving the upstairs tenant and their children to the appropriate authorities.

The Tenant submits that, after the Landlord's September 21 response, email communication was again established, and their responses were civil. Despite this, the Landlord issued the One-Month Notice on that same date.

In sum, the Tenant submits their emails of September 16 and 18 cannot be considered "harassment" and "cannot amount to significant interference or unreasonable disturbance." The email of September 20 referred only to legal recourse and did not amount to threats. Even if this conduct was unacceptable, the Landlord did not issue a warning which is more in line with fairness in this situation.

In the hearing, the Tenant's own testimony took the form of direct questioning from their advocate who assisted them in this matter, and the Landlord via their counsel. The Tenant made the following points on direct questioning from their advocate:

- they referred to the rental unit as an "illegal suite" and mentioned their requests to the Landlord for smoke detectors and more heat, they only heard the Landlord's concerns on their work materials in the rental unit closer in time to the scheduling of this hearing
- they felt an affinity for the upstairs tenant upon first meeting them; however, the Tenant questioned this initial impression when they mentioned upstairs noise and the upstairs tenant responded negatively to the Tenant's request
- their queries to the upstairs tenant about their children being alone was based on a legitimate safety concern
- the noise concerns from upstairs – after 9pm in each instance – were triggering to their PTSD
- they don't threaten people, and there were no threats in the emails – the Tenant's use of certain terminology was intended to be spiritual
- the Landlord did not respond, even though the Tenant expected a response, because of this , they felt "driven under the bus"
- the Landlord did not issue a written warning to the Tenant about their conduct, nor did the Landlord communicate concerns stemming from the upstairs Tenant

In response to direct questioning from the Landlord, the Tenant made the following points:

- a "threat" is not a threat *per se* unless it refers to some matter of violence, and here the Tenant was only referring to "future legal consequences"
- they did not want to ensure the upstairs tenant was not present, and they disagreed that they interfered with the upstairs tenant's use of the rental unit property
- it was not their intention to put fear into the Landlord
- they disagreed with the Landlord's summation as set out in the details of the One-Month Notice
- the Tenant stated their opinion that the upstairs tenant only moved out (as of the 4th scheduled hearing time) because of the Landlord's errors, and not because of the Tenant's behaviour.

Analysis

The *Act* s. 47(1) sets out the subsection that the Landlord indicated on the One-Month Notice as the reason for ending this tenancy.

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. The Landlord spoke to the reasons in their oral testimony, provided two affidavits to attest to this, a witness' testimony and affidavit, and documentary evidence in the form of the Tenant's emails.

I find the evidence of the Landlord is sufficient to establish that the actions of the Tenant unreasonably disturbed the Landlord. I find this constitutes adequate evidence to end the tenancy given the extreme statements in the emails, with their emphasis on severe consequences for the Landlord. This presented an unreasonable disturbance in their impact, and because they continued, amounted to significant interference with the Landlord in having to address the situation.

Though the situation with the upstairs tenant formed the background to the Landlord's message to the Tenant about smoke odour to that upstairs unit, I find that is not the basis for the Landlord seeking to end the tenancy. The upstairs tenant's testimony, I find, was based on their impression of the Tenant and their manner of communicating. The upstairs tenant was subject to police visits because of the noise generated from the upstairs unit; however, that did not form the basis of the Landlord issuing the One-Month Notice. Indeed, those interactions did not receive comment in the One-Month Notice details section.

Rather, the matter is solely that of the Tenant's messaging to the Landlord from September 16 to September 20, and beyond. This was the Tenant responding to the Landlord's query on smoke odour disturbing the upstairs tenant. The Tenant cited their perception of the Landlord's animosity toward them, and from there the messaging continued in its intensity and severity. This was not a single message in which the Tenant expressed frustration and dismay at messages they were receiving from the Landlord. Rather, the messages continued, and I find they became self-perpetuating: rather than serve as a means of communication between the parties, they led to angrier tone and content from the Tenant as they progressed.

Given the length and content of the first email message – in which the Tenant made derogatory statements about the Landlord's knowledge, and statements of denial about the seriousness of the smoke issue – I find it reasonable that the Landlord did not

respond immediately to this communication. The email ran for almost five pages in length, was difficult to follow on myriad topics, and the Tenant specified that they did not want a response to this message.

The next thread on September 18 was when the Tenant began the more severe tone – ("that is where I draw The Line" – "Karma is a REAL F$$##@@!! Bitch isnt it" – "Consequences can be "good, very Good, ... or very very bad." – "Yes, I am Making the Rules" – "It will be a very Painful and costly experience for you" – "I thought what the fuck is the matter with [the upstairs tenant]" – "IM CHALLENGING YOU!" – "My opinion a "WOMAN" would apologize. . ."). I grant these statements, as reproduced here, are taken each taken out of context of the whole message, but that does not diminish that they are inflammatory and threatening. Given the total length of the message, this at almost 6 printed pages, I find it reasonable that the Landlord was fearful of severe actions by the Tenant. I will grant that the Tenant was mentioning their other previous actions against landlords, in matters that were legal; however, it is the length and the tone and extreme statements in this email that I find led to a legitimate concern from the Landlord. This message, in and of itself, I find constitutes unreasonable disturbance to the Landlord.

Again, the messages to the Landlord continued on September 20. I find this was the Tenant directing intense anger at the Landlord not responding to their emails, after the Tenant had requested that email be the only mode of communication to the Landlord. I find it fair in these circumstances for the Landlord not to have responded, given the fear these messages generated. One particularly telling passage runs thus:

> YOU BETTER HAVE A LOT OF GOD DAMN MONeY. . . . !!! And "IT" upstairs. . . Will be asked to get A hotel Room,
> And it wouldnt surprise me if the cops take [the upstairs tenant's] kids away
> DO YOU HERE [*sic*] ME, I AM A DISABLED PERSON NOW TRAUMATIZED BY YOUR FOOLISH IGNORANCE In My opinion, [the Landlord's spouse] desrves [*sic*] WAY ^*%$%&$^*(*BETTER THAN,,, . . . has to put up with you !!! I admire the way [a third party] told you to F OFF !!!!"

Also:

> In the Long Run, you might recover,.. And Im Going to ask God to Work in Mysterious ways, WITH KARMA
> and then you will Know what its Like TO SUFFER< SUFFER SUFFER

I find that the nature of the message and its severity is way beyond the scope of not receiving a response to a prior message, or in response to the Landlord's perceived

ignorance of the whole situation involving the Tenant and the upstairs tenant. I find at this point the Landlord could not respond, out a legitimate fear for their own safety. I find the fear of the Landlord was palpable, and legitimate given the terminology and personal insults the Tenant resorted to in their messaging. I find this cannot be explained by the Tenant's conditions, as serious and difficult for them that they are. Such messaging goes much, much beyond the norms of civility, and I cast no aspersions on the Landlord for not responding to this kind of messaging from the Tenant. By September 20, I conclude the messaging from the Tenant was -- definitively and categorically – an unreasonable disturbance to the Landlord.

The Tenant's advocate in the hearing drew upon specific content to show that the Tenant was wishing for a somewhat jovial relationship between the parties to continue. The extreme statements – a sample of which is set out above – outweigh any softer statements about qualities the Tenant likes about the others. Moreover, nowhere in the Tenant's emails from this timeframe were there conciliatory statements about the impact this messaging may have on the Landlord, nor did the Tenant make statements of apology or recognition of the others' feelings in the hearing. In the email messaging, I find that the omission of such compassion, or attempts at understanding others' feelings added to the Landlord's legitimate sense of fear. In sum, the Tenant did nothing to lessen the severity of their statements.

By September 21 – which I find is an acceptable time for the Landlord to evaluate the situation and measure their response – they responded to the Tenant to say "we were very worried and concerned about everyone involved and did not want to start firing back answers we didn't have." I find the Tenant questioned the legitimacy of this response, and again turned the matter around to the Landlord:

> I will Not be pushed around by Landlords, people, the government, Little Girls, doctors, The Disability department, landlords tenants, full patch members, or Any 20 year old Rookie cops . . . . or anyone with self indignant attitudes"

Again, I conclude by this point the Landlord had reasonable cause to end the tenancy, and chose to issue the One-Month Notice based on what they experienced: an unreasonable disturbance to them directly in the form of these ongoing emails.

To put matters in context, this was escalating messaging from the Tenant about what I find was a query from the Landlord to the Tenant about their smoke possibly entering the upstairs rental unit. The Tenant raised an issue with the noise above them, and I accept that proved to be a significant disturbance to the Tenant. Instead of raising the matter in discussion, with measured statements in a spirit of cooperation, the Tenant

went on the attack. I find this may be symptomology of their self-disclosed conditions; however, the nature, content, and length of the messaging to the Landlord overrides this as a plausible explanation for why the Tenant chose to communicate in this manner, which did not ease in length or severity, with no conciliatory statements or explanations by way of symptoms of their condition to any sort of degree that was comprehensible by the recipient of these messages.

In their submissions and in the hearing the Tenant cited a tenancy concept involving ample warning to a party that their infractions are those that could potentially end a tenancy. The authority the Tenant presented for this, I find, was of a less severe situation that had continued for quite some time, in combination with some risk of damage to the property. I distinguish the present situation as one where the extreme messaging engendered immediate and palpable fear in the Landlord, such that they were afraid that any kind of messaging would exacerbate the situation. The present situation was more in line with an immediate end to a tenancy as the *Act* provides for in s. 56; however, without specific data on a threat of violence – such as specific acts, times, persons, and methods of violent acts, or actual, proven violent acts – I find the Landlord was justified in ending the tenancy by serving the One-Month Notice.

The Landlord serving the One-Month Notice to the Tenant proved to have immediate negative impact, and I appreciate that difficulty was compounded by the Tenant's ongoing conditions. I find it most unfortunate that matters had to come to the Landlord ending the tenancy in this manner; however, I find the One-Month Notice valid, and the Landlord was justified in ending the tenancy by reason of the serious unreasonable disturbance to them.

In line with s. 47, I find the Tenant's actions were those which "significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential; property". The Landlord has provided sufficient evidence of the Tenant's statements and actions in continuing to send email that caused legitimate, serious concern, to the scale where they are justified in seeking to end this tenancy.

I find the One-Month Notice issued by the Landlord on September 20, 2022 complies with the requirements for form and content set out in s. 52 of the *Act*.

The *Act* s. 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their application is dismissed or a landlord's notice is upheld, a landlord must be granted an order of possession if the notice complies with all the requirements

of s. 52 of the *Act*. By this provision, I find that the Landlord here is entitled to an Order of Possession.

Conclusion

Under s. 55(1) and s. 55(3) of the *Act*, I grant an order of possession **effective February 28, 2023, at 1:00pm**. The Landlord must serve this Order of Possession on the Tenant. Should the Tenant fail to comply with this Order, the Landlord may file this Order of Possession with the Supreme Court of British Columbia where it will be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 5, 2023

Residential Tenancy Branch