



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding HILDON HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an Order of Possession; and
2. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a One Month Notice to End Tenancy for Cause, (the "Notice") issued on June 30, 2023; and
2. To have the landlord make repairs to the rental unit.

Only the landlord's agents appeared and gave affirmed testimony. The tenant did not appear although they had the correct teleconference number and access number for this hearing. There were no issues with the Telus Conferencing system.

The tenant also received a reminder notification on October 23, 2023, from the Residential Tenancy Branch sent to the tenant's email address and again it contained the hearing time and the teleconference number and access code.

The landlord's agent testified that they received parts of the tenant's application. The landlord's agent testified they served the tenant with a copy of their application sent by registered mail on September 28, 2023. Filed in evidence is a copy of the Canada Post Tracking documents. I find the tenant was duly serviced in accordance with the Act.

I have amended the tenant's application to the correct name of the landlord as listed in the Notice and tenancy agreement. I have removed the name of the landlord's agent.

Issues to be Decided

Should the Notice be cancelled?

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on December 9, 2020. Rent in the amount of \$546.00 was payable on the first of each month. The tenant paid a security deposit of \$269.30.

The tenant acknowledged in their application that they received the Notice on June 30, 2023, indicating that the tenant is required to vacate the rental unit on July 31, 2023.

The reason stated in the Notice was that 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; and
- has caused extraordinary damage to the unit or property.

Although the landlord refers to incidents in May and August 2022 in the details of the Notice; I decline to even consider those as those issues happened over a year ago. I will only consider the issues of February 17, 2023, and June 15, 2023.

The landlord's agent stated that on February 17, 2023, the tenant was burning items in the rental unit causing the hallway to be filled with smoke. The landlord stated they do not know exactly what the tenant was burning; however, it was not from cooking.

The landlord's agent stated that on June 15, 2023, the tenant removed the sink from the wall and pulled it out of their room and then turned the water faucet on which was still attached to the plumbing causing water damage to the rental unit and damaging the room below.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the landlord's undisputed testimony that on February 17, 2023, the tenant was burning items in their rental unit causing the hallways to be filled with smoke. I find the action of the tenant burning items within the rental unit did jeopardize the safety of the other occupants of the building.

I accept the landlord's undisputed testimony that on June 15, 2023, the tenant removed the sink fixture from the wall and purposely turned on the water faucet causing damage to the rental unit and room below. I find the tenant has seriously jeopardized the lawful right of the landlord when the tenant chose to remove the sink and turned the faucet on causing extraordinary damages.

I find the Notice issued has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to cancel the Notice.

As the tenancy legally ended on the effective date of the Notice, July 31, 2023, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. A copy must be served upon the tenant and enforced in Supreme Court.

Since the landlord has been successful with their application, I find the landlord is entitled to recover the cost of filing their application from the tenants. Therefore, I authorized to deduct that amount of \$100.00 from the tenant's security deposit if full satisfaction of this award.

Conclusion

The tenant's application is dismissed. The landlord is granted an Order of Possession. The landlord is authorized to retain \$100.00 from the tenant's security deposit to recover the cost of the filing fee.

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: October 26, 2023

Residential Tenancy Branch