



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on May 23, 2013, by the Landlord to end this tenancy early and to obtain an Order of Possession.

The Landlord testified that he personally served the Tenant with copies of the Landlord's application for dispute resolution and notice of dispute resolution hearing on May 23, 2013, in the presence of the Landlord's sister. On May 25, 2013, he personally served the Tenant with his evidence in the presence of another tenant. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding and I proceeded in the Tenant's absence.

### Issue(s) to be Decided

Should the Landlord be granted an Order of Possession?

### Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: previous dispute resolution decisions dated March 5, 2013 and April 30, 2013; an April 2, 2013 rent receipt issued to the Tenant; a plumbing / gas fitter's receipt; an invoice from the natural gas company; and his written submission.

The Landlord described the events which have occurred since he left for holidays on April 15, 2013 and returned on Friday May 10, 2013. Prior to leaving he left the Tenant his brother's name and telephone number as the emergency contact.

During his absence someone gained entry to the upstairs and cut the television cable. The police were called and the Tenant was considered a suspect by the upstairs occupants; however, no charges were laid.

On April 26, 2013, the police were called again and the Tenant was accused of assaulting the upstairs occupant. At this time the police told the Tenant she was banned from the upstairs and a lock was installed to prevent her access.

On May 1, 2013, the Tenant began complaining about problems with the hot water. She called the Landlord's ex-wife and his daughter. The Tenant made no attempts to contact the Landlord's brother at the emergency contact number left by the Landlord. Then the Tenant called the natural gas company who told her they do not attend unless there was a gas leak; at which time she said there was a gas leak. They attended and found no leak. She called the natural gas company again and complained of a leak. When they arrived the second time they found a minute leak and turned off the gas. They instructed the Tenant to have a gas fitter attend.

The Landlord's brother arranged to have a gas fitter attend the unit. As per the May 3, 2013 invoice, the gas fitter replaced a gas valve, checked the gas systems, and turned the gas back on. The same day the Tenant called the natural gas company and claimed the Landlord brought in an unlicensed gas fitter and said she could smell gas leaking again. The natural gas company arranged a meeting with the gas contractor at the rental unit and requested police attendance for their safety because the Tenant had been abusive towards them in previous visits. They confirmed the contractor had a valid licence and at that time they decided they would no longer deal with the Tenant so they turned off the gas and remove the gas meter.

When the Landlord arrived home Friday May 10, 2013, there was no heat and no hot water as a result of the Tenant's interactions with the natural gas company and police. In addition, the Tenant had not paid the full amount of rent due so on May 14, 2013, the Landlord filed another application for an order of possession and monetary order for unpaid, which is scheduled to be heard June 7, 2013. He had his sister hand the Tenant these hearing documents in person while he stood back and watched. The Tenant had been videotaping the service so he said he did not interact with her because of her past accusations. Approximately one hour after he served the documents the police arrived at his door and told him that the Tenant had accused him of threatening her. The police called back later to say they were not proceeding with that complaint.

The Landlord stated that on May 23, 2013, he went back to the *Residential Tenancy Branch* to explain the seriousness of the issues being caused by the Tenant. He explained that they no longer had hot water or heat as a result of the Tenant's actions. It was at that time that he was told about an early end of tenancy application.

The Landlord advised that he had witnesses standing by that could confirm his testimony. I explained that in the absence of disputed testimony from the Tenant, there was no need to have his witness corroborate his testimony. He confirmed he is seeking to end this tenancy as soon as possible so they could reconnect the natural gas to his home and the rental unit.

### Analysis

Upon review of the evidence before me, in the absence of any evidence from the Tenant, who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by his evidence.

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month Notice to End Tenancy if there is evidence that the tenants have breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy.

Based on the Landlord's evidence, I find that the Tenant has significantly breached the tenancy agreement and the *Act* by taking the actions which resulted in the rental unit being left without heat and hot water. Based on these conclusions I find that the Landlord has established sufficient cause to end this tenancy.

Next I have considered whether it would be unreasonable or unfair to the Landlord to wait for a one month Notice to End Tenancy to take effect or to attend another hearing for unpaid rent. I have accepted that the Tenant's behaviour has escalated to becoming abusive and accusatory against the Landlord and contractors to the point that it has caused the termination of the natural gas account. I further accept that the gas account and meter will not be reinstated until the Tenant is removed from the property. Based on these conclusions, and when considering the rental unit has no heat or hot water, I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. The relationship is deteriorating and escalating with the possibility for the Landlord suffering further loss or damage. Accordingly, I grant the Landlord's application to end this tenancy early, pursuant to section 56 of the *Act*, and issue them an Order of Possession.

Conclusion

I HEREBY grant the Landlord an Order of Possession effective **two (2) days** after it is served upon the Tenant. This Order is legally binding and may be filed with the Supreme Court of British Columbia and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 03, 2013

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Residential Tenancy Branch

