



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 the landlords' Application for Dispute Resolution, seeking an order to end the tenancy early, receive an order of possession and the recovery of their filing fee.

The landlord, the husband of the landlord, the daughter of the landlord, and the tenant attended the hearing and gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The husband of the landlord testified that he posted the Notice of Hearing and evidence on the tenant's door on June 20, 2013 and additional evidence on June 21, 2013 and that when he returned after both dates, the packages had been removed. The tenant denied receiving the packages, however, later stated that she received a package from her friend. I find the tenant was sufficiently served with the Notice of Hearing and evidence packages under the *Act*, as the tenants' testimony was inconsistent and changed during the hearing and the testimony of the husband of the landlord did not. Therefore, I prefer the husband of the landlord's version of the service of documents and accept it.

Issue to be Decided

- Are the landlords entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

The parties confirmed that a month to month tenancy began on or about August 1, 2009. Monthly rent in the amount of \$565.00 was due on the first day of each month.

The tenant paid a security deposit of \$282.50 at the start of the tenancy which the landlord continues to hold.

The landlords have applied for an order to end the tenancy early based on the tenant allegedly turning on water in the rental unit in an attempt to flood the rental unit, allegedly breaking a gas line resulting in a gas leak, and assaulting a family member of the landlord, the landlord's husband. During the hearing the parties disputed each other's testimony regarding water being purposely left on in the rental unit.

Regarding the breaking of a gas line, the husband of the landlord who was at the rental unit testified that another tenant in the home, CS, called him to complain of a gas smell after she saw the tenant at the side of the house speed away from the home. The landlord submitted a letter from CS in evidence. In that letter, CS writes in part:

“...At approximately 9:20 PM, I saw (the tenant) rush from the side of the house and get into her truck. She sped off going over the lawn and did not use the driveway...After she left, I re-entered my apartment and smelled a strong odour of gas. This gas smell was not there when I had gone outside. I called the landlord...”

[reproduced as written]

The tenant denies that she did anything to the gas line and that she was not around at that time alleged by CS. At the start of the hearing, the tenant was asked if she had any witnesses, and she advised that she did not. During the hearing, the tenant stated that a witness was beside her, however, as the witness heard the testimony of the tenant, that witness was excluded from the hearing. The tenant stated that the area where the gas line did not have a fence near it, which is contrary to the photo submitted in evidence from the landlord which shows a fence at the side of the rental unit near the gas line.

The tenant disconnected early from the hearing at 3:33 p.m. before the landlord could conclude their testimony. The husband of the landlord was permitted to continue with his testimony as the tenant disconnected before the hearing was concluded. The husband of the landlord stated under oath that on June 1, 2013, the tenant purposely drove her vehicle into him while she was staring at him and the mirror of her vehicle hit him. He stated that he has been in physiotherapy ever since that occurred. The husband stated that he did not include that information in the details of dispute as the water issues and gas line break were the most urgent issues. The husband also stated that the tenant has caused other damage throughout the rental unit.

During the hearing, the tenant was cautioned on more than one occasion for interrupting the proceeding and the ability of the landlord to provide their testimony. The tenant stated that that he was in the process of moving out her things due to the actions of the landlord.

Analysis

Based on the documentary evidence and the testimony provided by the parties during the hearing, and on a balance of probabilities, **I find** and I am satisfied that the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. The tenant chose to disconnect from the hearing early before the full testimony of the landlord was heard. The tenant denied all of the landlords' allegations while the tenant was in the hearing, however, I prefer the version of events provided by the landlord and her husband as it was supported by photo evidence and the tenant's version was inconsistent and changed during the hearing. I did not find the tenant to be credible.

I find it more likely than not that the tenant purposely damaged the gas line to the home which could have led to a very serious explosion causing injuries or death. Furthermore, I accept the husband of the landlord's undisputed testimony that the tenant purposely hit him with her vehicle on June 1, 2013 with the mirror of her vehicle causing injury.

I am satisfied that it would be unreasonable and unfair to the landlord or the other occupants to wait for a notice to end tenancy under section 47 of the *Act*.

Therefore, pursuant to section 56 of the *Act*, **I grant** the landlord an order of possession for the rental unit effective **immediately** after service of the Order on the tenant. This order may be enforced through the Supreme Court of British Columbia.

As the landlord was successful with their application, **I grant** the landlord the recovery of the \$50.00 filing fee and **I authorize** the landlord to retain **\$50.00** from the tenant's security deposit in full satisfaction of this amount.

Conclusion

I grant the landlord an order of possession for the rental unit effective **immediately** after service of the Order on the tenant. This order may be enforced through the Supreme Court of British Columbia.

I authorize the landlord to retain \$50.00 from the tenant's security deposit to recover the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 05, 2013

Residential Tenancy Branch

