



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTSEA CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution, seeking an order to end the tenancy early, and receive an order of possession.

The tenant, a property manager for the named landlord company, the president of the named landlord company, a handyman for the named landlord company, and a building manager for the named landlord company 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 tenant confirmed receiving a package from the landlord. The landlord stated that the package contained the Notice of Hearing and evidence. The tenant confirmed that he did not submit documentary evidence in response to the landlord's application. I find the tenant was served in accordance with the *Act*.

Preliminary and Procedural Matter

The parties agreed that the tenant called into the teleconference hearing from the office of the landlord as the tenant did not have a telephone. As a result, the parties were together in one room during the teleconference hearing on a speakerphone.

Issue to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

The landlord has applied for an order of possession to end the tenancy early based on the tenant allegedly flooding the rental unit twice since December 26, 2013. The tenant testified that he did contribute to the second flood; however denied that the first flood was caused by him.

The parties agreed that the first flood occurred on or about December 26, 2013 at approximately 11:30 p.m. Handyman "WM" testified that at 11:30 p.m. on December 26, 2013, he knocked on the tenant's door for approximately ten minutes before the tenant answered his door and that water was flowing out from under the rental unit door. WM stated that as soon as the tenant opened the locked rental unit door, WM personally witnessed the kitchen sink tap on full with water overflowing the kitchen sink and that the sink had been plugged. WM testified that a total of four suites and the landlord's office were damaged as a result of the floods.

The tenant confirmed that the kitchen sink was overflowing when WM entered the rental unit; however, denied that he caused the flood. The tenant alleged that somebody entered his locked rental unit from the balcony and turned on the water while he was sleeping. The tenant testified that he was using heroin on December 26, 2013, which was the date of the first flood. The tenant confirmed that he did contribute to a second flood in the rental unit.

The landlord submitted photos of the flooded rental unit in evidence, documents written from agents for the landlord, and an invoice from a restoration company.

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 put the landlord's property at significant risk due to two floods. The tenant confirmed that he contributed to the second flood, and I prefer the evidence of WM over that of the tenant, as the tenant confirmed he was taking heroin the night of the first flood, and I do not find the tenant's version of events reasonable as it would be highly unlikely that a person entered the tenant's third floor rental unit to cause a flood and left using the balcony as the parties agreed that the rental unit door was locked when WM knocked on the rental unit door on December 26, 2013 at 11:30 p.m. on the night of the first flood.

The photos submitted in evidence support that the rental unit was flooded. I am satisfied, based on the documentary evidence and oral testimony, that it would be unreasonable and unfair to the landlord or the other occupants in the building 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 not later than **two (2) days** after service of the Order on the tenant. This order must be served on the tenant and may be enforced through the Supreme Court of British Columbia.

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: March 7, 2014

Residential Tenancy Branch

