



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord, his legal counsel and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 56, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submits the tenancy began in June 2013 as a month to month tenancy for the monthly rent of \$1,300.00 due on the 1st of each month with a security deposit of \$550.00 paid.

The tenant submits the tenancy began with just the upstairs of the residential property for \$1,100.00 per month but later the parties agreed to include the basement and the rent was increased to \$1,300.00 per month.

The landlord seeks to end the tenancy early and without notice because:

1. The police were involved in four separate incidents with the tenant and one of the people the tenant sublet a part of the residential property to for fighting;
2. The tenant removed a lock to an outside door that the landlord has reinstalled; the tenant then removed the entire door and the landlord replaced the inside door.
3. The tenant has sublet the property without the landlord's permission; and
4. A neighbour has told the landlord the tenant has threatened to burn down the property.

In support of his Application the landlord has submitted a letter dated July 8, 2014 from a person who lives next door the subject residential property. In this letter the neighbour states that the police have been to the rental property several times on July 3, 4, and 5 2014.

The writer also states on July 5, 2014 someone from the rental property yell out that there was a fire; the police and fire trucks attended but there was no fire. The writer complains that the next day loud music was playing at 8:30 a.m. When police arrived they attempted for ½ hour to gain access and when they had to use a fire truck to gain access through the window they found the tenant had left the property.

The landlord testified that it was another neighbour he informed him of the tenant's intent to burn down the residential property. The landlord did not provide a written statement from this neighbour nor was he present at the hearing to provide testimony.

The tenant agrees that she had rented the basement to two people who turned out to be unsavoury. She submits that they are thieves and shoplifters. She acknowledges that she removed the lock from their part of the residential property so that police could see all of their stolen items. The tenant agrees she did not have authourity from the landlord to remove the locks.

The tenant also acknowledges that after the landlord replaced the lock she removed the exterior and interior doors leading to the basement occupants rooms. She states she still has the doors and the landlord is welcome to have them back.

The tenant also testified that since these incidents have occurred she has been out of town on vacation. She states that the police have issued an order that she is not to speak to the basement occupants. She submits that if she were to remain in the house with the other occupants she would likely speak to them so she thinks it is best that she not be in the house until these matters are resolved.

Analysis

Section 47 of the Act allows a landlord to end a tenancy for cause by issuing a notice that would end the tenancy effective on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable.

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has

- i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - iii. Put the landlord's property at significant risk;
 - iv. Engaged in illegal activity that
 - a) Has caused or is likely to cause damage to the landlord's property,
 - b) Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - v. Caused extraordinary damage to the rental unit or residential property;
- b) And it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under Section 47 to take effect.

As noted in the hearing, a landlord cannot end a tenancy under Section 56 solely based on the tenant subletting to other tenants. As such, I find that the landlord's submissions on these matters are not relevant to his Application.

While I find that the fact the tenant has removed locks and/or doors is sufficient cause to end the tenancy I find that incident, by itself, is not sufficient to end the tenancy without issuing a notice to end tenancy under Section 47.

However, when I combine these events, that the tenant agrees occurred, with the fact the tenant is now staying several hundreds of miles away and not living in the rental unit and has left the residential property to a number of people including the two that she herself indicates are liars and thieves, I find that the tenant has seriously jeopardized the health and safety of the other occupants and put the landlord's property at significant risk.

I also find that since the tenant is not even in the same community to deal with any issues that arise from the other occupants in the residential property it is unreasonable for the landlord to have to wait for a notice under Section 47 to take effect.

Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$550.00 in satisfaction of this claim, leaving a balance of \$500.00 to be dispersed in accordance with the obligations of both parties at the end of the tenancy.

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: July 28, 2014

Residential Tenancy Branch

