



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOGS BREATH COFFEE CO. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession on an Early End to Tenancy and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by posting the hearing package to the tenant's door on December 29, 2016. The tenant was deemed to be served the hearing documents on the third day after they were posted as per section 90(c) of the *Act*. The landlord testified that the tenant came to the unit and removed the hearing package from the door of the rental unit on or about December 29, 2016.

The landlord appeared and gave sworn testimony. The landlord was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and gain an Order of Possession on the basis of this application pursuant to section 56 of the *Act*?

Background and Evidence

The landlord testified that this month to month tenancy started on or about June 01, 2016. Rent for this unit is \$650.00 per month due on the 1st of each month.

The landlord testified that on December 19, 2016 she received a phone call from the tenant living in a unit beneath this tenant's unit because there was water coming through from the unit above. When the landlord went to investigate the source of the water the tenant was at first reluctant to allow the landlord to enter the unit; when the landlord did gain entry she was horrified at the condition of the unit. The tenant appeared to be a hoarder. There was dirty Kleenex and toilet paper in piles and had been used to cover human urine and feces on the floor and carpet and the tenant's bed was also covered in urine. The landlord had previously been able to smell Lysol from the tenant's unit but upon entry saw Lysol in glasses and it appeared the tenant may have been drinking it. There was paper piled on a couch with a heater on top which was a fire hazard. The Fire department and the RCMP were called. The fire department said the unit was a fire hazard due to the heater and a damaged electrical outlet by the microwave which had been damaged by the tenant and was sparking. The tenant had not informed the landlord of this.

The landlord testified that the RCMP removed the tenant from the unit and the landlord believed they were taking the tenant to a mental health facility as she could not remain in the unit due to the fire hazard and bio health risk; however, the RCMP took the tenant to a motel. The tenant arrived back at the unit an hour later while the landlord was attempting to clean up some of the hazardous materials. The landlord testified that a building inspector came and put a non-occupancy order on the door of the unit. The tenant arrived back at the unit a week later and removed that Order. The landlord was concerned for the tenant's wellbeing as she had arrived without a coat in the cold weather, so the landlord contacted the RCMP again. The landlord testified that to her knowledge the tenant has not been back to the unit and the landlord has been unable to locate the tenant.

The landlord testified that due to this unit being a health hazard for other tenants the landlords started to clean up the waste. The landlord shoveled human feces from the floor and disposed of approximately 90 bags of hazardous waste from the unit. It was determined that the tenant had very few possessions. Any possessions found that were not contaminated have been stored by the landlord. The landlord testified that even a few bags and boxes found in the tenant's storage were covered in human waste and had to be disposed of. The landlord found 10 glasses of human urine in the fridge and has since disposed of the fridge and stove. The carpet also had to be disposed of. The tenant's car parked outside was towed by persons unknown.

The landlord seeks an Order of Possession to legally end the tenancy as soon as possible due to the extraordinary damage caused in the unit.

Analysis

An early end to a tenancy under s. 56(2) of the *Residential Tenancy Act (Act)* is only given in extraordinary circumstances and only when the applicants can show that the situation is so extreme that it would not be reasonable to require the normal one Month Notice to End Tenancy given under section 47 of the *Act*. An early end to tenancy is granted and an Order of Possession for the rental unit is given if the tenant or persons permitted on the residential property by the tenant has done any of the following:

- (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;
- (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 residential property, and

(b) 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 [*landlord's notice: cause*] to take effect.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

I have considered the evidence before me and find the landlord's evidence to be compelling that the tenant has caused extraordinary damage in the rental unit which has resulted in the landlord having to remove all items from the unit and to gut the unit to remove hazardous waste in order to protect the health and safety of neighbouring tenants and to safeguard the unit from further damage.

I am therefore satisfied that it would be unreasonable and unfair for the landlord to wait for a One Month Notice to End Tenancy under section 47 of the *Act* to take effect, as in doing so it may put the landlord's property at further significant risk.

I find that the landlord is entitled to be reimbursed for the **\$100.00** cost of filing this application.

Conclusion

The landlord has been issued an Order of Possession effective **two (2) days** after service upon the tenant, pursuant to section 56(1) of the *Act*. This Order must be served on the tenant. If the tenant remains in Possession of the rental unit and does not

relinquish that possession to the landlord then the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

A copy of the landlord's decision will be accompanied by a Monetary Order for **\$100.00** for the filing fee. The Order must be served on the tenant. Should the tenant fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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: January 23, 2017

Residential Tenancy Branch