



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking an Order of Possession ending the tenancy earlier than a notice to end the tenancy would take effect, and to recover the filing fee from the tenant for the cost of the application.

The landlords were represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. The landlord's agent testified that notice of this hearing and evidentiary material (the Hearing Package) was served on the tenant by sliding the package under the door of the rental unit on December 11, 2017. I accept that testimony and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Should the landlords be granted an Order of Possession ending the tenancy earlier than the tenancy would end if notice to end the tenancy were given by the landlords?

### Background and Evidence

The landlords' agent testified that this month-to-month tenancy began on October 3, 2017 and the tenant still resides in the rental unit. No security deposit or pet damage deposit was collected from the tenant, and there is no written tenancy agreement. Rent in the amount of \$750.00 per month is payable on the 1<sup>st</sup> day of each month, and the landlords collected a pro-rated amount of rent for the first month, however the tenant has not paid any rent since and is now in arrears the sum of \$2,250.00 to the end of January, 2018. The rental unit is a suite within the landlords' home, and the landlords also reside in the home.

The landlords' agent further testified that no move-in condition inspection report was completed at the beginning of the tenancy, however photographs have been provided showing damages to the shower door, the glass on the oven door is completely smashed, damage to the freezer door, a hole in the laundry room door, and generally unkempt unit. The landlord's agent took the photographs on December 10 or 11, 2017 and also took photographs prior to the tenancy, and those damages were not there..

The landlords have been threatened verbally and in writing by the tenant, and although the landlords' agent is not sure of what the verbal threats were, the written threat stated that the tenant would shove the landlord's cane where the sun doesn't shine. The landlords are also fearful to both leave the home at the same time due to damages already made by the tenant and fear of further damage. The landlords had to install locks on all common areas in the basement because the tenant removes stuff and moves stuff around. The tenant is unpredictable and neighbours are also watching out for the landlords' safety.

The landlords seek an immediate Order of Possession.

### Analysis

The *Residential Tenancy Act* permits a landlord to apply for an Order of Possession ending a tenancy earlier than giving a notice to end the tenancy would take effect if certain situations exist such as the tenant has seriously jeopardized the health or safety or lawful right of the landlord, or caused extraordinary damage to the rental unit, and that it would be unreasonable or unfair to the landlord to wait for a notice to end the tenancy to take effect.

I accept the undisputed testimony of the landlords' agent, and I have reviewed the evidentiary material of the landlords. The damages appear to be significant, and the landlords are fearful due to threats made by the tenant and the damages already caused. In the circumstances, I find that the landlords are entitled to an Order of Possession ending the tenancy earlier than a notice would take effect.

Given that the tenant has remained in the rental unit for about 3 ½ months and has only paid rent for a partial month, and given that the damages and threats are significant in that short period of time, I find that the tenancy should end immediately for the safety of the landlords and to prevent further damage.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlords as against the tenant for that amount.

### Conclusion

For the reasons set out above, I hereby grant an immediate Order of Possession in favour of the landlords.

I hereby grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 as recovery of the filing fee for the cost of this application.

This order is final and binding and may be enforced.

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 11, 2018

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Residential Tenancy Branch