



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DA WEI INVESTMENTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

None of the five respondents attended for the hearing within twenty five minutes after its scheduled start time at 11:00 a.m. on April 19, 2018. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the applicant landlord's representative and this arbitrator were the only ones who had called into this teleconference during that period.

Mr. Z. for the landlord showed that each tenant was served with the application and notice of hearing by registered mail (tracking numbers shown on cover page of this decision), each sent March 28, 2018. The tenants Mr. D.R. and Ms. F.L. retrieved their mail on April 9 and 17, respectively. The remaining three tenants had not retrieved their mail as of this hearing date.

Section 90 of the *Residential Tenancy Act* (the "*Act*") provides that registered mail is deemed to be received five days after it is sent. A party cannot avoid this process by declining to received mail. On the foregoing evidence I find that each of the five tenants has been duly served.

The applicant landlord's representative was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses.

### Issue(s) to be Decided

Does the landlord's evidence show that it is entitled to an early termination of this tenancy under s. 56 of the *Act*?

### Background and Evidence

The rental unit is a three bedroom home. The landlord purchased the property in September 2017. The tenants were already living in the home.

Mr. Z. testifies that no written tenancy agreement(s) were offered or presented by the vendor. It was indicated to him that the tenants had been placed in the home by a charitable organization on the basis that each would pay a monthly rent of \$375.00 to the landlord. The landlord has received one payment of \$375.00 from one of the tenants since then.

Mr. Z. indicates that the landlord's problem is with one of the tenant's only, namely M.s H.S., and he seeks an early termination of the tenancy with that tenant only. He says the other tenants have agreed to move out in a month.

He says that Ms. H.S. has moved a travel trailer onto property and is living in it despite correspondence direct to her from the landlord and from the local government, to stop.

She is running refuse and sewage from the travel trailer directly into the sewer system and it poses not only a local government bylaw contravention but is also a health hazard.

### Analysis

I find that the landlord's tenancy agreement is with each tenant at a monthly rent of \$375.00 and not with five tenants as co-tenants.

I find that the foregoing actions by the tenant Ms. H.S. are seriously jeopardizing the health or safety of the other occupants and that her actions are contrary to local government law and illegal and that they jeopardize the lawful right and interest of the landlord in his relationship with the local government.

Additionally, the circumstances satisfy me that it would be unreasonable and unfair to require the landlord to wait for a one month Notice to End Tenancy to take effect.

The landlord will have an immediate order of possession and an order directing the tenant Ms. H.S. to remove the offending travel trailer.

Conclusion

The application is allowed as against the tenant Ms. H.S. There will be an order of possession against her, an order that she remove the travel trailer from the property and an order that she pay the landlord the \$100.00 filing fee for this application.

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: April 19, 2018

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Residential Tenancy Branch