



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on June 25, 2018 (the "Application"). The Landlord applied for an order of possession, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Landlord attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Application package was served on the Tenant in person about two days after receiving the documents from the Residential Tenancy Branch. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified the Tenant rents a room on a month-to-month basis. The tenancy began about one year ago. Rent is due in the amount of \$450.00 per month. The Tenant paid a security deposit of \$200.00, which the Landlord holds.

The Landlord wishes to end the tenancy. The Landlord testified the Tenant has caused significant damage to the rental unit. Photographic images submitted by the Landlord depict:

- writing on a door, a mini fridge, and walls in the rental unit;

- food spatter on the walls and ceiling;
- broken windows;
- a badly damaged door knob;
- damaged built-in cupboards; and
- a damaged television.

The Landlord also testified that on or about December 21, 2017, the Tenant discharged a fire extinguisher onto doors and security cameras at the rental property.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*.

The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) *The tenant or a person permitted on the residential property by the tenant had 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.

[Reproduced as written.]

In this case, the Landlord's unchallenged testimony indicated that the Tenant caused extensive damage to the interior of the rental unit. This was supported by photographic evidence. As a result, I find the Tenant has jeopardized a lawful right or interest of the Landlord and has put the Landlord's property at significant risk. Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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 25, 2018

Residential Tenancy Branch