



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On July 9, 2018, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

R.P. and T.S. appeared as agents for the Landlord. The Tenant did not attend the hearing. All in attendance provided a solemn affirmation.

R.P. confirmed that the Tenant was served the Notice of Hearing package and evidence by posting it on the door on July 12, 2018. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing package and Landlord’s evidence.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

R.P. stated that the tenancy started on October 31, 2017 and rent was currently \$375.00 per month, due on the first of each month. A security deposit of \$187.50 was also paid.

R.P. referred to her physical submissions and explained that the Tenant stores a lot of clutter in the hallway, which creates a fire hazard. Furthermore, staff cannot complete their security rounds as his property hinders them from doing so. As well, as per the pictures submitted into evidence, he has a lot of clutter in the rental unit, which has attracted rodents. Staff at the building have tried multiple times to work with the Tenant to rectify the situation; however, he is hostile and will not allow anyone to help him.

R.P. submitted that a new floor was installed in the common areas six months ago and the Tenant brought an item into the premises that damaged this new floor. As well, she advised that he frequently writes on the hallway wall outside his rental unit and that the staff must constantly paint over it.

R.P. also referred to an invoice, dated May 30, 2018, of a plumbing company that was called in to investigate a flooding issue. In that invoice, the plumbing company noted that "garbage and debris" were found at the junction of the vent and sink in the Tenant's rental unit and it was confirmed that the debris originated from the Tenant's rental unit.

Also noted was that an employee of the plumbing company spoke to some people who had heard from the Tenant's girlfriend that the Tenant stated that he "was shoving stuff down the sink to back it up because he wanted to be moved to a different unit".

The plumbing company indicated that this matched their assessment of the problem. R.P. advised that this caused flooding on multiple floors and affected six other units. She stated that there was much damage to residents' personal property and that drywall had to be removed in the adjacent unit to rectify the problem.

She stated that she did not have an estimate for the cost for the entire repair to the affected suites as there is an on-site maintenance crew that fixes the problems within the building. However, she stated that they have tried to replace some of the other residents' damaged property through donations.

R.P. advised that due to this issue, a One Month Notice to End Tenancy for Cause was served to the Tenant by being posted on his door on May 30, 2018. The reasons the Landlord served the Notice are because a "Tenant or a person permitted on the property by the tenant has: significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at significant risk", as well as "Tenant has caused extraordinary damage to the unit/site or

property/park.” The Landlord also wrote in the effective vacancy date of the Notice as June 30, 2018.

Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord’s property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord’s property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

it would be unreasonable, or unfair to the landlord, the tenant 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.

Based on the undisputed evidence and affirmed testimony before me, I am satisfied that the Tenant’s actions of intentionally and maliciously forcing debris into the sink drain to purposefully cause it to back up and flood into neighbouring units would fall into the categories of significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, and putting the Landlord’s property at significant risk.

The Landlord must also demonstrate that “it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 for cause” to take effect. Based on the undisputed evidence of the Tenant’s continued, ongoing, troublesome behavior and unwillingness

to cooperate with the staff of the property, I accept that there is likely a genuine concern for the ongoing safety of the staff and other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed 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: August 17, 2018

Residential Tenancy Branch