



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord participated in the teleconference, the tenant did not. The landlord testified that they served the tenant the Notice of Hearing Package, evidence and their Application by way of registered mail on May 10, 2019. The landlord testified that the tenant did not pick up the package. The landlord provided a tracking number from Canada Post that reflects that the package has been unclaimed. The landlord testified that she also emailed and text the information to the tenant and supplied that evidence for this hearing. Based on the documentation and testimony before me, I find that the landlord has acted in accordance with section 89 of the Act, and therefore the hearing proceeded and completed in the absence of the tenant.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began on October 1, 2018 for a monthly rent of \$2200.00 due on the first of each month. The tenant provided a security deposit of \$1100.00. The landlord testified that the tenant stopped paying rent in February 2019. The landlord testified that she has tried to work with the tenant as she did not wish to pursue the matter through the Branch. The landlord testified that the tenant assured her that he would catch up on rental arrears. The landlord testified that she made numerous attempts to avoid arbitration and was frustrated that the tenant would not follow through with what she thought were solutions to their issues. The landlord testified that the tenant cut off communication and stopped responding to her texts, phone calls and emails.

The landlord testified that she gave notice to enter the unit to see if the tenant was still there in early April 2019. The landlord testified that when she entered the unit it appeared that it had been abandoned and that there was no electricity in the unit. The landlord testified that despite having a no pet clause, there were urine and dog feces rotting the floor. The landlord testified that as a result of the lack of electricity and the rotting urine and feces, the floor joists and hardwood buckled and is causing extreme damage. The landlord is concerned that the property is at significant risk of damage and vandalism as it has been abandoned and left without electricity. The landlord testified that she is also concerned about whether her insurance is invalid as it is not occupied or being serviced with electricity.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. 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.

The landlord provided undisputed testimony and documentation to support their position. I am satisfied that the tenant has put the landlords property at **a significant risk** by essentially abandoning the unit without electrical service and leave rotting feces and urine strewn about the entire unit for almost two months. I also find that it would be unreasonable and unfair to the landlord to have them wait for a notice to end tenancy under section 47 to take effect. Based on the above, I find that the landlord is entitled to an order of possession pursuant to section 55 of the Act. The landlord is also entitled to the recovery of the \$100.00 filing fee. The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction of that claim.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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: May 24, 2019

Residential Tenancy Branch