



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Landlord was present for the teleconference hearing while no one called in for the Tenants during the approximately 15 minutes that the phone line was monitored. The Landlord stated that she served the Tenants with the Notice of Dispute Resolution Proceeding package by posting the documents on the Tenants’ door, along with a copy of her evidence. The Landlord submitted a proof of service form signed by a witness which confirms service by posting on the door on July 17, 2019. I find that the Tenants were duly served in accordance with Sections 88 and 89 of the *Act*.

The Landlord was affirmed to be truthful in her testimony and provided with the opportunity to present testimony and evidence regarding the claim.

Issues to be Decided

Is the Landlord entitled to an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided undisputed testimony on the tenancy. The tenancy began in June 2019 when a previous tenant was moving out and suggested that friends move in on a short-term basis. The Landlord stated that she did not meet the new tenants until they had already moved in. The Landlord stated that they have a verbal tenancy agreement and that rent in the amount of \$1,000.00 is due on the first day of each month. A security deposit of \$500.00 was paid at the start of the tenancy.

The Landlord testified that one of the Tenants had provided a name and identification to her at the start of the tenancy which she now believes to be fake. She stated that the police attended the rental unit shortly after the Tenants moved in and told her the real name of the male Tenant. The Landlord stated that the police had a search warrant, damaged the door to enter the rental unit, and arrested the Tenant.

The Landlord submitted photos of the damaged door and a copy of a search warrant dated July 15, 2019. The Landlord stated that due to the damaged door, she screwed it down with a piece of wood until able to put a latch on the door to secure the property. However, the Landlord noted that she received a text from the Tenant's girlfriend who she had not yet met asking to get into the rental unit. The Landlord stated that she confirmed the identity of this person with the upstairs tenants and told her that she could be there shortly to undo the door. The Landlord stated that in the meantime the Tenant's girlfriend broke the window to access the rental unit. The Landlord submitted photos of the broken window into evidence and stated that the window remains broken.

The Landlord also stated that the door to the rental unit is still damaged, but that it is no longer screwed closed and is secured with a latch instead.

The Landlord testified that the police were back at the rental unit this past weekend and again arrested one of the Tenants. The Landlord stated her concern for more damage to the property as well as potential illegal activity and continual police presence.

Analysis

Based on the undisputed testimony and evidence of the Landlord, I find as follows:

The Landlord has applied to end the tenancy early pursuant to Section 56 of the *Act*. Section 56(2) of the *Act* outlines the reasons that a tenancy may be ended early. Section 56(2)(b) of the *Act* also requires that a landlord prove that the situation is such

that it would be unreasonable to wait for a One Month Notice to take effect and that the tenancy should end immediately.

In this matter I am satisfied that the Landlord has met the burden of proof to establish that the Tenants are causing significant disturbance to other occupants or the Landlord and that the Tenants have caused damage to the property and/or put the Landlord's property at significant risk.

Based on the Landlord's testimony regarding the regular police presence and the arrests of the Tenant, it seems that activity is occurring on the property that is causing disturbance to others. I also find that the photos of the damaged door and the broken window establish that the Tenants' actions or that of others let onto the property by the Tenants have caused damage to the property and risk of further damage.

I find that the damage to the door was the direct result of the Tenant's actions based on the police search warrant and subsequent arrest as described by the Landlord. I also find that the broken window was also a direct result of the Tenants' actions when trying to access the home following the damage to the door.

I find it reasonable that the Landlord took steps to temporarily secure the rental unit following the damaged door and that she was protecting the Tenants' belongings by doing so. I do not find that it was reasonable for the Tenants to access the rental unit by breaking the window and that doing so not only caused damage, but also disturbance and safety issues for others on the residential property.

As a result, I find that the Landlord has proven, on a balance of probabilities, that the tenancy should end early. I am also satisfied, due to the significant disturbance to others and damage to the property, that the Landlord has established that it would be unfair to wait for a One Month Notice to take effect. Therefore, pursuant to Section 56 of the *Act*, I award the Landlord a two-day Order of Possession.

As the Landlord was successful with the application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee paid for the application in the amount of \$100.00. The Landlord may retain \$100.00 from the security deposit at the end of the tenancy as recovery of this fee.

Conclusion

Pursuant to Section 56 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Section 72 of the *Act*, the Landlord may retain \$100.00 from the security deposit as recovery of the filing fee paid for the Application for Dispute Resolution.

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 31, 2019

Residential Tenancy Branch