



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA WOMEN'S RESOURCE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for an order to end the tenancy early pursuant to Section 56 of the *Act*.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, as was the Tenant and two support workers (the “Tenant”). The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. The Tenant did not submit any evidence prior to the hearing.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have considered all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

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*?

Background and Evidence

The parties were in agreement as to the details of the tenancy which were also confirmed by the tenancy agreement submitted into evidence. The tenancy started on

July 16, 2016. Rent in the amount of \$375.00 is due on the first day of each month. Although the tenancy agreement does not indicate that a security deposit was paid, the Landlord was unsure if one was paid through a previous tenancy in another unit. The Tenant stated that she did pay a security deposit in 2014.

The Landlord has applied for an order to end the tenancy early. She provided testimony regarding significant damage to the Tenant's rental unit that was first noticed in early November 2019. The Landlord submitted photos of the rental unit which show holes and other damage to the walls, writing on the walls including the use of foul language, pieces ripped from the drywall, holes in doors, and paint and other markings all over the walls.

The Landlord stated that they are concerned about further damage to the rental unit given the extent of the current damage. She also stated the difficulty in repairing the damage with the Tenant still in the rental unit.

The Tenant did not dispute the damage in her rental unit and agreed that the photos submitted by the Landlord represent the current condition of the rental unit. The Tenant stated that she does not remember causing some of the damage and noted that other people have had access to her rental unit and may have caused some of the damage. She also referenced issues with medication that she is trying to resolve and that due to the issues caused by the medication, the damage may have been caused by her despite not remembering all of it.

Analysis

Section 56 of the *Act* allows a tenancy to be ended early for the following reasons as stated under Section 56(2):

- (2) 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, in the case of a landlord's application,
 - (a) the tenant or a person permitted on the residential property by the tenant has 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.

Based on the testimony of the parties as well as the photographic evidence of the Landlord which supports the claims, I find that the Tenant has caused extraordinary damage to the property, pursuant to Section 56(2)(a)(v).

As stated in Section 56(2)(b), a landlord applying to end the tenancy early must also establish that it would be unreasonable to wait for a One Month Notice to take effect. In this matter, I find the damage to be extensive and significant such that I accept the Landlord's concern for further damage to the property. Therefore, I find that the Landlord has established that it would not be fair to wait for a One Month Notice to take effect due to the potential for further significant damage to occur during that time.

Although the Tenant was unsure as to whether all of the damage was caused by herself or from others who had access to the rental unit, the Tenant did not dispute the damage and agreed that the photos were representative as to the condition of the rental unit. As the Tenant on the tenancy agreement, I find that the Tenant is responsible for the rental

unit including who is provided access and any damage caused by guests. As stated, based on the photos I find that the damage to the rental unit is extreme.

Therefore, I find that the Landlord has met the burden of proof and I am satisfied that the Tenant has caused extraordinary damage to the property and that it would not be reasonable to wait for a notice to end tenancy to take effect.

Accordingly, I find that the Landlord is entitled to an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*. The Landlord is awarded an Order of Possession that is effective two days after service on the Tenant.

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 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: December 05, 2019

Residential Tenancy Branch