



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on May 25, 2020 (the "Application"). The Landlord applied for an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the "Act") and to recover the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Notice of Dispute Resolution Proceeding package was served on each of the Tenants by email on May 25, 2020, pursuant to the Director's Order regarding service by email dated March 30, 2020. Copies of the email correspondence with attachments were submitted in support. In the absence of evidence to the contrary, I find the Tenants are deemed to have received these documents on May 28, 2020. The Tenants did not submit documentary evidence in response to the Application.

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

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The tenancy agreement submitted into evidence confirms the fixed-term tenancy began on March 1, 2020 and was expected to continue to August 31, 2020. Rent in the amount of \$1,095.00 per month is due on the first day of each month. The Tenants paid a security deposit in the amount of \$547.50 and a pet damage deposit of \$547.50, which the Landlord holds.

The Landlord wishes to end the tenancy. The Landlord testified that on May 22, 2020 the police attended the rental property to apprehend the Tenants. The Landlord testified the Tenants broke into the upstairs suite while trying to evade the police. The Landlord submitted that the Tenants' actions jeopardize the status of her mortgage and home insurance and puts the property at risk. A police file number was provided in support.

The Landlord also testified the Tenants broke a fence, doors, a kitchen window, the living room floor, bedroom carpet, bathroom ceiling, and left dog feces in the bedroom. Photographs of the damage were submitted in support.

The Landlord also seeks to recover the filing fee paid to make the Application.

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

Analysis

Based on the unchallenged documentary evidence and affirmed 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 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 landlords 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, I find it is more likely than not that the Tenants broke into the rental unit above and caused the damage depicted in the photographs submitted. Therefore, I find the Tenants have significantly interfered with or unreasonably disturbed other occupants and the Landlord and have caused extraordinary damage to the rental unit. 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 Tenants. 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 Tenants. 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: June 8, 2020

Residential Tenancy Branch