



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to end the tenancy early and obtain an order of possession and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, **pursuant to Section 56 of the Act.**

### Background and Evidence

The landlords provided a copy of a tenancy agreement signed by the parties. The tenancy commenced on May 1, 2019. Rent in the amount of \$910.00 was payable on the first of each month. The tenant paid a security deposit of \$450.00.

The landlord TG testified that they have had issue with the tenant hoarding. The landlord stated that in December 2019 the tenant had workers who help get the rental unit up to a standard that the fire department was satisfied with.

The landlord TG testified that over the next few months they received some further complaints of smell coming from the tenant's rental unit and were trying to work with the tenant to have the problem rectified.

The landlord TG testified that on May 7, 2020 there was a water leaking coming from the tenant's unit, which was flowing into another rental unit and they sent a plumber into do the tenant's unit to do the repair. The landlord stated the rental unit was again full of debris, the smell was overwhelming, and flies were horrible. The landlord stated that the plumber could only make a temporary repair because the unit was unsafe and there was no room for the plumber to work and will not come back.

The landlord testified that they tried to work with the tenant as they had arranged for someone to haul garbage away and to help clean; however, the tenant is not willing to work with them.

Filed in evidence by the landlords are photographs which show the rental unit in a horrible state.

The tenant testified that they admit they have a problem and are hoping to obtain supportive housing.

### Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - 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, or
  - 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 rental unit or residential property;
- b) And 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 to take effect.

I am satisfied, based on the evidence provided by the landlord that the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, and put the landlord's property at significant risk;

In this case the landlord has been working with the tenant and his support workers on issues of hoarding. The rental unit was cleaned to a satisfactory level in December 2019. However, six months later the rental unit is in a horrible state, which is a serious fire hazard and a health and safety issue.

I also find it would be unreasonable and unfair to the landlord to wait for the notice to end the tenancy under Section 47 to take effect, since the tenant has stopped working with the landlord to rectify the problem and the landlord cannot make the necessary repairs to the premise as it is not safe for any workers to be inside the premise due to its current state.

I find the landlords are entitled to an order of possession, pursuant to **section 56** of the Act, effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

As the landlords were successful with their application, I find the landlords are entitled to recover the cost of the filing fee. I authorize the landlords to keep \$100.00 from the tenant's security deposit in full satisfaction of this award.

### Conclusion

The landlords are granted an order of possession. The landlords are authorized to keep \$100.00 from the tenant's security deposit in full satisfaction of the recover of the filing fee.

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 07, 2020

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Residential Tenancy Branch