



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 an Application for Dispute Resolution (the “Application”) that was filed by the Landlord and their Agent under the *Residential Tenancy Act* (the “Act”), seeking:

- An early end to the tenancy pursuant to section 56 of the *Act*; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord’s Agent, who provided affirmed testimony. No one attended on behalf of the Tenant. The Agent was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As no one attended the hearing on behalf of the Tenant, I confirmed service of these documents as explained below.

The Agent testified that the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, the Notice of Hearing, and the Landlord’s documentary evidence, was posted to the door of the rental unit at 10:30 A.M., on July 9, 2020, by the Landlord, their spouse, and a witness, one day after the Notice of Dispute Resolution Proceeding Package became available to them from the Residential Tenancy Branch (the “Branch”). The Agent pointed to a witnessed and signed Proof of Service document and photographic evidence in support of this testimony.

Based on the above, I find that the Tenant was deemed served with the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, the Notice of Hearing, and the Landlord’s documentary evidence, in accordance with the *Act* and the Rules of Procedure for expedited hearings on July 12, 2020, three days after it was posted to the door of the rental unit. As a result, I accepted all of the documentary evidence before me from the Landlord for consideration and the hearing proceeded as

scheduled, despite the absence of the Tenant, pursuant to rule 7.3 of the Rules of Procedure.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Agent, copies of the decision and any orders issued in favor of the Landlord will be emailed to them at the email address provided in the Application.

Issue(s) to be Decided

Is the Landlord entitled to an early end to the tenancy pursuant to section 56 of the *Act*?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Agent stated that after the temporary restrictions on a landlord's right to enter a rental unit as a result of the pandemic were repealed, the Landlord served proper notice under the *Act* to inspect the rental unit, and upon entering on July 15, 2020, found that the rental unit had been extraordinarily damaged. The Agent stated that the Landlord and the witnesses present during the inspection also found significant mould issues, that the power was off and that the electrical panel had been tampered with. Given the state of the rental unit, the Agent stated that the Landlord and the Strata Corporation are therefore fearful that the state of the rental unit poses a significant fire safety risk to the surrounding units, as it is an older, multi-level, multi-unit building. The Agent stated that the Landlord and the Strata Corporation are also worried about mould transfer from the rental unit to surrounding units and pest infestation, and as a result, sought to end the tenancy early pursuant to section 56 of the *Act* as they believe that it is unreasonable for the Landlord and the other occupants of the residential property to wait for a One Month Notice to be served and take effect.

The Agent pointed to documentary evidence before me from the Landlord in support of their testimony, such as photographs of the state of the rental unit, and a statement from maintenance personally present during the inspection regarding the fire safety, mould, and pest infestation risks posed by the rental unit in its current state. The Agent stated that the Landlord is also seeking authorization to withhold \$100.00 from the security deposit in recovery of the filing fee.

No one appeared on behalf of the Tenant to provide any evidence or testimony for my consideration.

Analysis

Section 56 of the *Act* states that a tenancy may be ended early by the Branch without the need for a landlord to serve a notice to end tenancy if a tenant has put the landlord's property at significant risk or caused extraordinary damage to the residential property, 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 [*landlord's notice: cause*] to take effect.

I accept the documentary evidence before me from the Landlord and the Agents affirmed and undisputed testimony in the hearing that the Tenant or persons permitted access to the rental unit by the Tenant have cause extraordinary damage to the rental unit and that the state of the rental unit currently poses a significant fire safety, mould, and pest infestation risk. I am also satisfied that it would be unreasonable to both the Landlord and other occupants of the residential property, to wait for a notice to end tenancy under section 47 of the *Act* to take effect, given the fire risk posed by the tampering to the electrical panel.

Based on the above, I am satisfied that the Landlord has grounds to end the tenancy early pursuant to section 56 of the *Act* and I therefore grant the Landlord and Order of Possession for the rental unit, effective two days after service of the Order of Possession on the Tenant. The Tenant is therefore ordered to vacate the rental unit in compliance with the Order of Possession, once served.

As the Landlord was successful in their Application, I also grant the Landlord recovery of the \$100.00 filing fee and authorization to withhold this amount from the security deposit, pursuant to section 72 of the *Act*.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the Landlord effective **two (2) days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order

may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to section 72 of the *Act*, I grant the Landlord authorization to withhold \$100.00 from the security deposit for recovery of the \$100.00 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 24, 2020

Residential Tenancy Branch