



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56.

The landlords attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that the tenants were each served with the notice of hearing package and the submitted documentary evidence by posting it to the rental unit door on July 23, 2020. The landlords stated that a copy of a completed proof of service document was completed confirming this service with a witness for both tenants.

I accept the undisputed affirmed evidence of the landlords and find that the tenants were sufficiently served as per sections 88 and 89 of the Act. Although the tenants did not attend the hearing or submit any documentary evidence, the tenants are deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to an early end to the tenancy and an order of possession?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2019 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated May 14, 2019. The monthly rent is \$1,150.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$550.00 and a pet damage deposit of \$250.00 were paid on May 15, 2019.

The landlords seek an early end to the tenancy and to obtain an order of possession because:

*The tenant has made unauthorized modifications to the property that contravene city permit requirements and pose a potential fire risk. The tenant has repeatedly trespassed in the landlord's suite and created unsanitary conditions in the suite where it is deemed unsafe and unusable. The tenant has filled the yard with excessive amounts of garbage and refuse, posing a health and safety risk.*  
[reproduced as written]

The landlord also provided written details which states:

*We are seeking an expedited hearing to end the tenancy for the following reasons:*

- 1) The extreme amount of refuse and debris throughout the yard and overall derelict and unsafe condition of the property.*
- 2) The tenant making unauthorized and illegal modifications to the home that have put out property in danger.*
- 3) The tenant repeatedly trespassing in our suite and leaving it in an unsanitary condition where we are not safety or comfortably to use out basement suite.*

[reproduced as written]

The landlords stated that the tenant enclosed the carport and wired two exterior lights to the plywood on the front of the carport. The landlords stated that a city permit is required to enclose a carport and the landlords also question if the electrical work was carried out safely. The landlords stated that in addition the tenant has wired a light fixture attached along the side of carport and an extension cord extends under the locked door. The landlords stated that the local municipal authority was consulted and they were notified that a permit, along with an inspection of the work is required to make these changes to the carport. The landlords stated that the electrical work needs to be done by a licensed electrician. The landlords confirmed that the local authority notified the landlords that if the structure is not removed that the homeowner could be subject to a citation and fine.

The landlords also stated that the tenant has painted the front fence and a portion of the house and front door without the landlords' consent or notification to the landlords.

The landlord stated that a verbal warning to the tenants were given to remove the enclosure and the added electrical wiring and fixtures. The landlord stated that a few days later a warning letter was served to the tenants to confirm the verbal warning.

The landlords stated that prior to the scheduled hearing the landlords attempted to serve a notice of inspection to the tenants, but that the tenants refused to open the door to receive it. The landlord stated that as such an inspection was not possible. The landlord also stated that at that time the landlord noted that the tenants have not removed the carport enclosures or the electrical wiring. The landlord stated that the tenants have in fact added additional lighting and security cameras to the property.

During the hearing the landlords confirmed that a 1 month notice to end tenancy for cause was issued previously on June 28, 2020, but stated that because of the condition of the rental property and the lack of communication or action by the tenants, the landlords are concerned with the health and safety of the rental unit. The landlords provided undisputed affirmed testimony that the tenants were growing marijuana plants on the rental property garden contrary to federal legislation as informed by the local police. The landlords stated that the police believe that the tenants are operating a marijuana growing operation and in conjunction with the lack of communication from the tenants are very concerned for the rental property.

The landlords also stated that the tenants have used the landlords' basement suite as a storage area leaving garbage and debris in the entrance way without their consent or knowledge. The landlords also stated that the tenants have jeopardized the landlords' lawful right of access to their basement suite.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;

- engaged in illegal activity that:
  - has caused or is likely to cause damage to the landlord's property;
  - 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
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, I accept the undisputed affirmed evidence of the landlords and find that the tenants have modified the landlord's property without consent or notification of such, which the landlords have claimed to be contrary to the signed tenancy agreement. I find on a balance of probabilities that the landlords have provided sufficient evidence that the tenants have jeopardized the health, safety and the landlord's lawful right of the property by enclosing the carport without permission and installing electrical wiring and fixtures without the landlords' consent or knowledge. I find that there is a safety concern on the electrical wiring performed without a licensed electrician. Despite the landlords serving the tenants with the 1 month notice, I find that the landlords have a safety concern for the property and that an early end to the tenancy is warranted. As such, the landlords' application is granted and shall be effective 2 days after it is served upon the tenants.

### Conclusion

The landlords are granted an order of possession.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: August 06, 2020

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Residential Tenancy Branch