



# 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 the landlord's 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; and
- authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord appeared in person and was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

At the outset of the hearing the landlord corrected their name provided on the application. The corrected style of cause is used for this decision.

The landlord testified that the tenant was served with the hearing package on August 1, 2020 by posting on the rental unit door. Based on the evidence I find that the tenant is deemed served on August 4, 2020, three days after posting, in accordance with sections 88, 89 and 90 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an early end of the tenancy and Order of Possession?  
Is the landlord entitled to recover the filing fee from the tenant?

### Background and Evidence

This periodic tenancy began on June 1, 2020. The monthly rent is \$1,000.00 payable on the first of each month. A security deposit of \$500.00 and pet damage deposit of \$500.00 were collected and still held by the landlord. The rental unit is a suite in a detached home with the landlord occupying the other portion of the property. The landlord on the tenancy agreement is a corporate entity and the applicant is the controlling mind of the corporate organization.

The landlord provides that since the tenancy began the tenant has engaged in aggressive, hostile and dangerous behaviour that has interfered with the landlord, caused serious jeopardy to the health, safety and lawful right of the landlord and has put the rental property at significant risk. The landlord submits that the tenant's conduct towards the landlord has been hostile, aggressive and verging on physical violence. The landlord submitted into evidence copies of correspondence with the tenant demonstrating the hostile tone of the relationship.

The landlord submits that the tenant has left the rental suite and common area in a state of unhygienic disrepair by allowing dog feces to litter the yard and interior of the property, strewing garbage and refuse about the property and refusing to make cursory efforts to clean up after themselves. The landlord provided photographs as evidence in support of their submissions.

The landlord issued a 1 Month Notice to End Tenancy for Cause dated July 13, 2020. Since the issuance of the 1 Month Notice, the landlord testified that the tenant's behaviour has escalated with the tenant cutting off electricity and internet access to the whole property, increasing the number and frequency of calls and complaints to the landlord and starting a fire by leaving cooking unattended in the rental unit.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other

occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;
- engaged in illegal activity that 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;
- engaged in illegal activity that 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, **and**

it would be unreasonable, or unfair to the landlord, the tenant 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 find that the landlord has provided sufficient evidence to show that the tenant has significantly interfered with and unreasonably disturbed the landlord, is a source of serious jeopardy to the health and safety of other occupants of the building and puts the property at significant risk. I find that the evidence of the landlord by way of testimony and documentary materials is sufficient to demonstrate that the quantity, frequency and tone of the correspondence is such that it constitutes an unreasonable disturbance. I further find that unilaterally disconnecting electricity or internet access to be a significant interference and in some circumstances a risk to health and safety. I am satisfied that the state of the property with dog feces and garbage is a serious health concern and that neglecting cooking poses a significant risk to the property.

Based on the totality of the evidence I am satisfied that the tenant's behaviour gives rise to a basis for this tenancy to end. I accept the landlord's evidence that the tenant's behaviour is ongoing and not a few isolated incidents. I further accept the landlord's submissions that the behaviour has escalated and continues to be escalated such that it

would be unreasonable and unfair to allow this tenancy to continue while waiting for a landlord's notice to end tenancy for cause takes effect.

Accordingly, I issue an Order of Possession to the landlord pursuant to section 56 of the *Act*.

As the landlord's application was successful the landlord is entitled to recover the filing fee for this application. In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's \$500.00 security deposit in satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The security deposit for this tenancy is reduced to \$400.00.

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 17, 2020

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Residential Tenancy Branch