



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on July 23, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The hearing was scheduled for 9:30 A.M. on August 24, 2020 as a teleconference hearing. Only the Landlords appeared and provided affirmed testimony. No one appeared for the Tenants. The conference call line remained open and was monitored for 21 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlords and I were the only persons who had called into this teleconference.

The Landlords testified the Application and documentary evidence package was served to the Tenants by registered mail on July 24, 2020. Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence on July 29, 2020. The Tenants did not submit documentary evidence in response to the Application.

Issue(s) to be Decided

1. Are the Landlords entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

2. Are the Landlords entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlords testified that the tenancy began on November 15, 2019. The Tenants are required to pay rent in the amount of \$2,200.00 which is due to the Landlords on the first day of each month. The Landlords stated that the Tenants paid a security deposit in the amount of \$1,100.00 which the Landlords continue to hold. The Landlords stated that the Tenants may have abandoned the rental unit, but they have been unable to confirm if the tenancy has ended.

The Landlords stated they are seeking to end the tenancy early based on the fact that the Tenants have put the Landlord's property at significant risk by operating a vehicle detailing company out of the rental unit, contrary to the tenancy agreement, and without the Landlords' permission. The Landlords stated that they consulted with their insurance provider who indicated that the Landlords' insurance coverage on the rental property could be impacted as a result of the Tenants' business operation.

The Landlords stated that they cautioned the Tenants about operating their business out of the rental unit, however, the Tenants have disregarded the warnings, and continue to operate the business regardless. The Landlords provided documentary evidence confirming the Tenants' are operating a business in the rental unit. Furthermore, the Landlords provided an email from their insurer in support.

Analysis

Based on the unchallenged and affirmed documentary evidence and 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 had 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.***

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlords' unchallenged evidence and testimony indicated that the Tenants have caused immediate and severe risk to the Landlords' property by operating a business at the rental property, which is contrary to the tenancy agreement and without the Landlords' permission, which could impact the Landlords' insurance coverage on the rental property.

I find that by operating a business at the rental property, the Tenants have put the Landlord's property at significant risk as the Landlords' insurance could be impacted based on the Tenants' business operation. Further, I find it would be unreasonable or unfair to the Landlords 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 Landlords are entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlords are 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: August 24, 2020

Residential Tenancy Branch