



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:22 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. 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 teleconference system that the landlord, their three witnesses and I were the only ones who had called into this teleconference.

Witness RR testified that they posted a copy of the dispute resolution hearing package and written evidenced on the tenant's door on September 10, 2020 at approximately 6:00 p.m. Witness SD testified that they witnessed RR's posting of the above material on the tenant's door as declared by RR. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the above materials on September 13, 2020, the third day after their posting on the tenant's door.

### Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

### Background and Evidence

The parties signed a fixed term Residential Tenancy Agreement, a copy of which was entered into written evidence by the landlord, on November 11, 2020. According to the

terms of this Agreement, the Agreement enabled the tenant to reside in the upper level of this home from December 1, 2019 until September 1, 2020. Monthly rent was set at \$1,850.00, payable in advance on the first of each month, plus utilities. The landlord continues to hold the tenant's \$925.00 security deposit. The landlord retained the lower level of this home and the garage for their own use, although no bathroom or kitchen facilities are shared with the tenant.

The landlord provided undisputed sworn testimony and written evidence that the tenant has failed to vacate the rental unit on September 1, 2020, and remains in possession of their portion of this house.

The landlord and Witnesses AB and RR gave undisputed sworn testimony that the landlord installed a new deadbolt in the lower level of this home in mid-August 2020. The landlord was subsequently notified by someone that the newly installed deadbolt had been removed. The landlord and Witness RR attended the residence on August 28, 2020, after receiving the above information, and discovered that the deadbolt had been removed and some of the tenant's belongings had been placed in the landlord's section of this home. These belongings included two couches, tools, suitcases, and various debris. The landlord and Witnesses RR and AB testified that the tenant had run an extension cord from the landlord's portion of the house to the tenant's motor home that sat at the back of this property. The landlord and Witness AB said that the tenant had also removed the landlord's ladder and some tools from the locked garage and placed them outside the tenant's deck. The landlord said that he had to retrieve these items from the tenant.

The landlord and Witness RR said that on or about September 1, 2020 when they were at the property, an individual who identified themselves as living with the tenant upstairs walked down to the landlord's section of this home. That individual informed them that the tenant had asked this individual to bring the leather couches, tools and suitcases upstairs to the tenant's section of this home. This individual confirmed that these belongings were the tenant's.

The landlord asked for an early end to this tenancy because the tenant had broken and removed the newly installed deadbolt, had broken into secure portions of this rental home, had stored some of the tenant's possessions in the landlord's section of this home, and had removed items from the landlord's garage. The landlord said that they had spoken to the local police about this matter and had decided to take the approach of seeking an early end to this tenancy as opposed to other measures that the police could take if required to do so.

## 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. 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.*

In this case, the landlord has not issued a 1 Month Notice to End Tenancy for Cause. The landlord is concerned that their property has been put at significant risk, that extraordinary damage has occurred and that the tenant's actions have jeopardized their lawful rights to possess the lower portion of this home and the garage. Given the tenant's apparent disregard for the landlord's property, the landlord maintained that it would be unreasonable to allow the tenant to continue residing in the upper level of this home.

Based on the landlord's undisputed testimony and written and photographic evidence and the undisputed testimony of the landlord's witnesses, I find that the landlord has fully satisfied the tests outlined above in section 56 of the *Act* that would enable the landlord to end this tenancy early and obtain an Order of Possession. The landlord's application is allowed.

Conclusion

I allow the landlord's application for an early end to this tenancy. I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant or any other occupant fail to comply with this Order, this Order may be filed 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: September 29, 2020

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Residential Tenancy Branch