



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on September 28, 2020 (the "Application"). The Landlord 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.

The hearing was scheduled for 9:30 A.M. on October 29, 2020 as a teleconference hearing. The Landlord's Agent appeared on behalf of the Landlord and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 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 Landlord's Agent and I were the only persons who had called into this teleconference.

The Landlord's Agent testified the Application and documentary evidence package was served to the Tenant by registered mail on September 30, 2020. The Landlord provided a receipt in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on October 5, 2020. The Tenant did not submit documentary evidence in response to the Application.

Issue(s) to be Decided

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

Background and Evidence

The Landlord's Agent testified that the tenancy began on November 1, 2008. Currently, the Tenant pays rent in the amount of \$477.00 which is due to the Landlord on the first day of each month. The Landlord's Agent stated that the Tenant did not pay a security deposit and continues to occupy the rental unit.

The Landlord's Agent stated that the Landlord is seeking to end the tenancy early as the Tenant has;

"significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the Landlord's property at significant risk."

"tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit."

The Landlord's Agent stated that the Tenant's rental unit had a flood that caused extensive damage to the rental unit, as well as other units below. The Landlord's Agent stated that on July 8, 2020 the Landlord notice water pouring out of the ceiling, upon further investigation, the leak was traced back to the Tenant's rental unit. The Landlord's Agent stated that water was observed pouring out of the Tenant's toilet and sink which had apparently overflowed.

The Landlord's Agent stated that the Tenant first denied having a flood in his rental unit, before becoming aggressive with the Landlord and maintenance staff who attended to inspection the source of the leak. The Landlord's Agent stated that during the inspection, the Tenant refused to have the water turned off to his rental unit before becoming threatening and assaulted the maintenance staff member by punching him in the ribs. The Landlord provided incident reports and witness statements in support.

The Landlord's Agent stated that the Tenant was also involved in an incident on May 14, 2020 in which he was seen threatening another occupant's guest with a knife. The Landlord provided evidence in support of the evidence including a picture of the Tenant holding the knife.

The Landlord's Agent stated that she has served the Tenant with a One Month Notice to End Tenancy dated July 28, 2020, however, given the circumstances, the Landlord's Agent stated that the Landlord wishes to end the tenancy early as the Tenant poses a sever risk to the Landlord, other occupants and to the property.

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 that 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 Landlord's Agent's unchallenged evidence and testimony indicated that the Tenant has caused significant damage to the rental unit. Furthermore, the Landlord's Agent has indicated that the Tenant has assaulted maintenance staff and has threatened guests at the rental property with a knife.

I find that the Tenant and her guest have significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety

or lawful right of another occupant or the landlord and put the Landlord's property at significant risk. 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 Tenant.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. 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: October 29, 2020

Residential Tenancy Branch