



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET, FFL**

Introduction

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

- An early end of the tenancy and order of possession pursuant to section 56; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenants 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 and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenants with their notice of application and evidence by leaving copies with one of the tenants who reside in the rental unit on November 18, 2020. Based on the testimony I find the tenants are duly served with the materials in accordance with sections 88 and 89 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 tenants?

Background and Evidence

This tenancy began on October 1, 2020. The monthly rent is \$2,100.00 payable on the first of each month. A security deposit of \$1,050.00 was collected at the start of the tenancy and is still held by the landlord.

The landlord submits that the tenants have failed to pay rent from November, 2020 onwards and there is a rental arrear. The landlord also submits that the tenants have caused extensive damage to the rental property. The landlord writes:

The unit was fully furnished and in 100% condition on the time of possession. On November 1st, I went to collect rent. I observed: Parts of my furnished furniture outside, broken blinds, garbage and debris everywhere, the WIFI extender I provided outside and entrance door handle missing. I am very worried and want to prevent further damages.

The landlord submitted photographs of the rental unit as evidence in support of the damage caused by the tenants. The photographs show shattered glass windows and appliances, heavily damaged walls and fixtures. The door knob to the unit has been removed preventing anyone from entering the premises without the door being opened from the inside.

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 am satisfied with the evidence of the landlord that the tenants have caused damage to the residential property that would be reasonably characterized as extraordinary. I find that the description of the issues by the landlord supported in their documentary materials to show significant damage to the walls, fixtures and windows of the rental unit. I accept the evidence of the landlord that much of the furniture and appliances that were provided to the tenant in this furnished tenancy have been removed, damaged or gone missing. I accept that there continues to be significant risk to the rental unit from the tenants' continuing presence and activities on the rental unit.

Given the ongoing presence of the tenants causing further damage to the rental unit and the real risk of additional appliances, furniture and fixtures being damaged or disposed, I find that it would be unreasonable and unfair to the landlord to allow this conduct to continue and to wait for a notice to end tenancy under section 47 to take effect.

Accordingly, I issue an Order of Possession in the landlord's favour.

As the landlord was successful in their application they are also entitled to recover their filing fee. 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 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 tenants**. Should the tenants or any occupant 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 by \$100.00 from \$1,050.00 to \$950.00.

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: December 3, 2020

Residential Tenancy Branch