



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to end the tenancy early and obtain an order of possession.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on December 23, 2020, a Canada post tracking number was provided as evidence of service. The landlord stated that the tenant also received a copy in person on December 23, 2020. I find the tenant was served on December 23, 2020, in accordance with the Act.

Background and Evidence

The tenancy began on January 20, 2020. Rent in the amount of \$3,000.00 was payable on the first of each month. A security deposit of \$1,100.00 was paid by the tenant.

The landlord testified that there have been ongoing issues with the tenant hoarding, which is causing significant damage to the rental unit and putting other occupants of the building at risk.

The landlord testified that on July 14, 2020, the parties agreed to end the tenancy effective October 9, 2020; however, the tenant failed to vacate. Filed in evidence is a copy of a mutual agreement to end the tenancy.

The landlord testified that the tenant was also served with a Two Month Notice to End Tenancy for Landlord's Use of Property issued on October 19, 2020, that was not disputed, and the effective vacancy date was December 31, 2020. The landlord stated that they filed an application for an order of possession on November 18, 2020; however, that hearing was not scheduled until February 9, 2021.

The landlord testified that they have had the police, fire depart and the health department involved in this matter; however, the tenant has not cleaned up the rental unit or received the required support needed and it is only recently that they were informed that the health department was looking for supportive housing to place the tenant.

The landlord testified that the tenant is putting the entire building at risk. The rental unit is so clutter that it is a serious fire risk. Filed in evidence are photographs of the rental unit.

The landlord testified that the tenant was prior warned about using candles in the rental unit due to the fire hazard. However, in December 2020, the tenant was again using candles. The landlord stated that the tenant has also used a massive amount of pesticide in the rental unit, which has been tracked into the hallway, put other occupants and their pets at risk.

The landlord testified that the plumbing also has been blocked, putting the property at serious risk. Filed in evidence is a toilet filled with human feces and a sink full of dirty water.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

56 (1)A landlord may make an application for dispute resolution to request an order

(a)ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b)granting the landlord an order of possession in respect of the rental unit.

(2)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, in the case of a landlord's application,

(a)the tenant or a person permitted on the residential property by the tenant has 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 landlord's 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.

(3)If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

In this case, the tenant has not vacated on the mutual agreement to end the tenancy that was effective October 9, 2020; nor did they vacate on the Two Month Notice to End Tenancy for Landlord's Use of Property effective December 31, 2020.

In this case, I am satisfied that the tenant is putting the landlord's property at significant risk. The photographs of the rental unit support this. The rental unit is significantly clutter causing a fire hazard. It is also unreasonable that the tenant would be lighting

candles when the rental unit is in such poor condition. Further, the plumbing also is a significant risk as the toilet is plugged with a large amount of human feces and the kitchen sink appears to be plugged and is fully of dirty water.

I find it would be unreasonable and unfair to the landlord and the other occupants of the building to wait for a notice to end tenancy under section 47 of the Act to take effect.

Further, the tenant was already required to vacate the premise under both the mutual agreement to end tenancy and the Two Month Notice for Landlord's Use of Property.

Based on the above, I find the landlord is entitled to an order of possession, pursuant to section 56 and 55 of the Act, effective **two days** after service on the tenant. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

As the landlord was successful with their application, I find the landlord is entitled to recover the cost of the \$100.00 they paid to file this application. I authorize the landlord to keep \$100.00 from the tenant's security deposit in full satisfaction of this award.

Conclusion

The landlord is granted an order of possession. The landlord is entitled to keep \$100.00 from the security deposit to recover the cost of the filing fee.

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: January 18, 2021

Residential Tenancy Branch