



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANADA ONE LEASING CORPORATION and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

ET and FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on February 09, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch was sent to the rental unit, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Agent for the Landlord gave affirmed testimony.

### **Issue(s) to be Decided**

Is the Landlord is entitled to end this tenancy early; to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56(1) of the *Residential Tenancy Act (Act)*; and to recover the filing fee pursuant to section 72(1) of the *Act*?

## Background and Evidence

The Agent for the Landlord stated that:

- On January 30, 2021 he received a report that water was flowing into the warehouse space beneath the rental unit;
- He went to the rental unit and found the front door open;
- He entered the unit and found the Tenant standing in the shower, partially clothed;
- The shower, the tap in the bathroom sink and the tap in the kitchen sink were all running and overflowing onto the floor;
- He shut off the water;
- The Tenant was apologizing and pulling out his hair;
- The police were called, and it took them approximately one hour to remove the Tenant from the rental unit;
- The Tenant kept turning the shower back on;
- There was significant amount of water damage in the unit, as shown in the photographs submitted in evidence;
- The water flowed though the floor onto appliances being stored in the warehouse below the unit, as shown in the video evidence;
- He does not know the extent of the damage to the property stored in the lower warehouse, but he estimates it will be extensive;
- He does not know if the Tenant is currently living in the unit, although his property is still there;
- On January 30, 2021 the Landlord was able to remove the standing water from the unit;
- There are currently dehumidifiers running in the rental unit;
- The Tenant's sister appears to be attending the unit every few days;
- The Tenant's sister has left a note on the door of the rental unit informing the Landlord they do not have the right to enter the rental unit; and
- The Landlord has not taken further action to repair the rental unit as a result of the note left by the sister.

## Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act* and he may apply for an Order of Possession for the rental unit. Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

After considering all of the evidence presented by the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant has put the landlord's property at significant risk and that he has caused extraordinary damage to the property. I find that his actions caused significant damage to the rental unit and has likely caused significant damage to items stored in the residential/commercial complex.

Section 56(2)(b) if the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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 of the *Act* to take effect.

On the basis of the undisputed evidence, I find that the actions of the Tenant were likely the result of a mental health issue. In the absence of any evidence to show that measures have been taken to prevent a repetition of this, or a similar incident, I find that it would be unreasonable to wait for a notice to end the tenancy under section 47 of the *Act* to take effect. I therefore grant the Landlord's application to end the tenancy early and I grant the Landlord an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I grant the Landlord a monetary Order for \$100.00 in compensation for the cost of filing his Application for Dispute Resolution. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court, and enforced by that Court.

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: March 01, 2021

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Residential Tenancy Branch