



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SRLAN HOLDINGS LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on March 14, 2021 (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; and
- a monetary order granting the recovery of the filing fee.

The hearing was scheduled for 9:30 A.M. on April 16, 2021 as a teleconference hearing. The Landlord's Agents R.L., S.L., and M.Q. attended the hearing at the appointed date and time. 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 Agents and I were the only persons who had called into this teleconference.

The Landlord's Agents testified the Application and documentary evidence package was served to the Tenant by Registered Mail on March 19, 2021. The Landlord provided a copy of the Registered Mail 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 March 24, 2021. 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*?
2. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

The Landlord's Agents testified that the tenancy began on November 15, 2020. Currently, the Tenant pays rent in the amount of \$1,550.00 which is due to the Landlord on the first day of each month. The Landlord's Agents stated that the Tenant paid a security deposit in the amount of \$775.00 which the Landlord continues to hold. The Landlord's Agents stated that the Tenant continues to occupy the rental unit.

The Landlord's Agents stated that they are 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."

The Landlord's Agents stated that the Tenant has caused 4 floods in his rental unit which took place on February 9, March 4, 7, and 12, 2021. The Landlord's Agents stated that on the first occasion, the Landlord's Agent found the Tenant in the bathtub unresponsive. The Landlord's Agents stated that there have been three more flooding incidents since. The Landlord's Agents stated that the Tenant had several items in the bathtub which had clogged the drain to prevent the bathtub water from draining.

The Landlord's Agents stated that the incidents required emergency response as well as remediation following the floods. The Landlord's Agents stated that the Tenant has caused significant damage to his rental unit and surrounding units due to the floods. The Landlord's Agents stated that the neighbouring occupants are very concerned about the situation and are fearful for their health and safety given the pattern of flooding incidents displayed by the Tenant. The Landlord's Agents stated that the Tenant has been uncooperative with the Landlord in trying to reduce the likelihood of similar incidents occurring again in the future.

The Landlord has submitted pictures of the damage caused to the rental unit and surrounding units due to the floods. The Landlord has also submitted statements which were prepared by the neighbouring occupants which outlined their concerns regarding the ongoing flooding incidents.

If successful, the Landlord is seeking the return of the filing fee paid to make the Application.

## 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 than 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 Agents' unchallenged evidence and testimony indicated that the Tenant has caused significant damage to the rental unit and surrounding units due to the Tenant's negligence relating to the use of his bathtub in the rental unit. I accept that the neighbouring occupants are concerned for their safety and wellbeing. Given the volume of incidents within a short period of time, I find that the Tenant has not displayed any improvement relating to their bathtub misuse. As such, I find that the Tenant poses an immediate and severe risk to the rental property. 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. In addition, having been successful, I find the Landlords are entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

### 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: April 16, 2021

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Residential Tenancy Branch