



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      ET

### **Introduction**

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. SS ("landlord") appeared for the landlords and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. 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 that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenants were served with the landlord's application for dispute resolution package and evidence on March 12, 2021 by way of a registered mail service. The landlords provided the tracking information in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenants deemed served with the landlords' Application and evidence on March 17, 2021, 5 days after mailing. The tenants did not submit any written evidence for this hearing.

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

Are the landlords entitled to an early end of tenancy and an Order of Possession?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

The landlords provided the following submissions. This month-to-month tenancy began on December 1, 2020 with monthly rent currently set at \$1,500.00, payable on the first of the month. The landlords collected a security deposit in the amount of \$750.00.

The landlords are seeking an early end of this tenancy for the following reasons. On March 3, 2021, the landlord was informed by the property manager that there was a fire in the rental unit the previous night, which had set off the sprinklers, causing damage to the rental unit, common property, and adjoining rental units in the building. The landlord was informed that the tenants had refused access and were belligerent to the contractors that were dispatched.

The landlord testified that the tenants have failed to be cooperative, and that the tenants have failed to fulfill their duty to mitigate the losses and damage that have resulted from the fire. The landlord filed this application as they are concerned about the tenants' lack of cooperation as timeliness is a factor in mitigating the losses associated with the fire. The landlord testified that the amount of damage was significant, and requires the cooperation of the tenants who are still residing there, especially when the rental unit is in a multi-tenanted building with common property and many other occupants and tenants.

### **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 a notice to end the tenancy were given under section 47 for a landlord's notice for cause. 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.*

Based on the undisputed evidence and sworn testimony of the landlords, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that following a recent fire, the tenants have been uncooperative with the landlords by providing access for repairs and remediation. I find that the tenants have caused extraordinary damage to the landlords' property, and have failed to fulfill their obligations to mitigate the associated losses. I find that by delaying the repairs, the tenants have seriously jeopardized the health or safety or a lawful right or interests of the landlords and other occupants in the building, and put the landlords' property at significant risk.

The second test to be met in order for a landlords to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "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" for cause to take effect. On this point, I find that many of the reasons cited by the landlords for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early.

The severity of the damage caused by the tenants, combined with the fact that their lack of cooperation for the required repairs and remediation is quite worrisome. I find that the landlords have provided sufficient evidence to support that the repairs and remediation are required. I also note that the tenants have not chosen to appear at this hearing, nor have they provided any contrasting accounts by way of written evidence. I find that the landlords have provided sufficient evidence to support that the behaviour of the tenants not only impact the landlords, but all the other residents and owners in the building. I find that the level of damage to be significant, and that the potential losses to be too great if the matter is not dealt with in a timely manner.

Under these circumstances, I find that it would be unreasonable and unfair to other tenants in the building and the landlords to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlords have provided

sufficient undisputed evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlords.

**Conclusion**

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed 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 6, 2021

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Residential Tenancy Branch