



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act. The Landlord also applied to recover the \$100.00 cost of his filing fee.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 30 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about the hearing process. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenants with the Notice of Hearing documents by posting them on the door of the rental unit on March 29, 2021. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

Preliminary and Procedural Matters

The Landlord provided his email address in the Application and the Tenants' email address in the hearing. He also confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to an early termination and an order of possession?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Landlord confirmed the details of the tenancy agreement, which included that the Tenants moved in on January 11, 2020, however, the Parties agreed that the tenancy would start as of February 1, 2020. The Landlord confirmed that it was a fixed-term tenancy to July 31, 2020, and that it then proceeded on a month-to-month basis. The Landlord said the Tenants agreed to pay a monthly rent of \$1,500.00, due on the first day of each month. The Landlord said that the Tenants paid the Landlord a security deposit of \$750.00, and no pet damage deposit, although the tenancy agreement states that they paid a security deposit of \$1,500.00. The Landlord said that the Tenants refused to pay more than \$750.00 for the security deposit, which is consistent with section 19 of the Act.

The Landlord said that the Tenants have not let him in to inspect the rental unit for the last nine or ten months. He said that when he was standing at the door talking to them once, he noticed that they had disconnected the smoke detector. In the hearing, the Landlord said that the reason he seeks an early termination of the tenancy and an order of possession is because the Tenants smoke in the rental unit and yet they removed the smoke detector. He said:

If something goes wrong – if there's a fire, it's going to be very dangerous. I was talking to that Bylaw office, [M.C.], and he guided me, he said you have to go like this. So that's why I did apply to the RTB.

The Landlord also said that the Tenants changed the locks and did not give him a key to the rental unit. He said that if there is an emergency, that he cannot get in to help the situation.

The Landlord said that he cautioned the Tenants to re-install the smoke detector. He said: "Yes, basically, I put a notice on the main door – the storm door - that you can't do that, and please put it back." The Landlord said that the Tenants ignored this notice.

The Landlord said that these factors make the situation dangerous, and as a result, he needs to get these Tenants out as soon as possible and have access to the rental unit. He said the danger in this situation makes it necessary for an early termination of the tenancy. He said that given the inherent risk of this situation, that he cannot wait for a One Month Notice to be served, and to apply for an Order of Possession for Cause.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that he has cause to end the tenancy, but that it would be unreasonable or unfair to require the Landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the Landlord, I find that he has met this burden of proof.

I accept the Landlord's undisputed evidence that the Tenants have seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, and put the Landlord's property at significant risk by disconnecting the smoke detector and changing the locks without giving the Landlord a key.

I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for the One Month Notice to End Tenancy to take effect, as I find without the early Order of Possession, he is less likely to be able to preserve his property from the danger of fire.

I therefore grant the Landlord's Application to end this tenancy early, and pursuant to section 56 of the Act, I grant the Landlord an Order of Possession for the rental unit. Given his successful Application, I also award the Landlord with recovery of the \$100.00 Application filing fee, pursuant to section 72 of the Act. The Landlord is authorized to deduct \$100.00 from the Tenants' security deposit in complete satisfaction with this award, pursuant to section 67 of the Act.

Conclusion

The Landlord's Application is successful, as he provided sufficient evidence to establish that the Tenants have seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, and put the Landlord's property at significant risk with their actions.

The Landlord is granted an **Order of Possession effective two days after service** on the Tenants, pursuant to section 56 of the Act.

I authorize the Landlord to retain **\$100.00** from the Tenants' security deposit, in satisfaction of the monetary award for recovery of the Application filing fee.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 27, 2021

Residential Tenancy Branch