



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1304098 BC LTD 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 New Property Manager stated that on September 02, 2021 she and another employee posted the Dispute Resolution Package on the door of the rental unit. This testimony is corroborated by a Proof of Service which was submitted to the Residential Tenancy Branch prior to this hearing. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89(2)(d) of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As these documents were properly served to the Tenant, the hearing proceeded in his absence.

The Landlord submitted evidence to the Residential Tenancy Branch in August and September of 2021, The Agent for the Landlord stated that these documents were posted on the door of the rental unit on September 13, 2021 and September 14, 2021. As these documents were not served to the Tenant in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure, they were not accepted as evidence for these proceedings. The participants were permitted to refer to these documents during their testimony.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

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

In support of the application to end the tenancy early, the Landlord submits that: The tenancy began prior to this Landlord purchasing the residential property in May of 2021;

- The Tenant was served with a One Month Notice to End Tenancy for Cause on June 16, 2021, which declared that he must vacate the rental unit by July 31, 2021;
- The Tenant did not vacate the unit by July 31, 2021;
- The Landlord did not file an Application for Dispute Resolution in an attempt to enforce the One Month Notice to End Tenancy for Cause because the Landlord believes the tenancy should end earlier than that process would permit;
- On August 18, 2021 the Landlord received a report that water was leaking into the suite directly below the rental unit;
- Agents for the Landlord went to the rental unit to investigate the source of the water;
- The Tenant did not respond when agents for the Landlord knocked on his door on August 18, 2021;
- Agents for the Landlord did not attempt to enter the unit on August 18, 2021, as they had previous encounters with the Tenant when they attempted to enter and they were afraid of him;

- On August 18, 2021 the Landlord posted written notice of their intent to inspect the rental unit on August 19, 2021;
- On August 19, 2021 the New Property Manager and the RCMP knocked on the door of the rental unit but did not get a response from the Tenant;
- The door to the rental unit was unlocked but the door could not be opened, because something had been placed against the inside of the door which prevented it from being pushed open;
- The New Property Manager believes that the Tenant was inside the rental unit, as he could not have exited through this door and then blocked access through the door;
- The Landlord turned off the water to the rental unit and the lower suite, which stopped the water from leaking into the lower suite;
- The water was turned back on August 20, 2021 and the leak did not reoccur;
- An agent for the Landlord was able to enter the rental unit sometime prior to August 26, 2021;
- Based on damage near the bathroom sink, the agent for the Landlord believes that the water leaking into the lower suite originated from this sink;
- The RCMP attended the rental unit on August 24, 2021 or August 25, 2021 to conduct a “wellness check”;
- The Tenant would not respond to the RCMP when they attempted to contact him through his front door;
- The door to his rental unit was unlocked but could not be opened as something had been placed against the door from the inside of the rental unit;
- The RCMP forced entry into the rental unit and determined the Tenant was inside the unit and was not in immediate need of assistance;
- The door to the rental unit was damaged when the RCMP forced entry;
- The Landlord has since attempted to repair the door to the rental unit but have been unable to repair the door as it appears to be blocked with a metal object similar to a bedframe;
- On at least two occasions the Tenant has threatened to have members of a well-known motorcycle gang harm an employee of the Landlord; and
- On several occasions the Tenant has been very verbally abusive to other occupants.

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.

On the basis of the undisputed testimony, I find that on at least three recent occasions the Tenant has blocked the door to his rental unit in a manner that prevents a third party from entering the rental unit without exerting a significant amount of force. Given that the Tenant was found inside the unit when the RCMP conducted a “wellness check” in August of 2019 and it is reasonable to presume he was inside the rental unit on the other two occasions when the door could not be opened, given that the door was blocked from the inside, I find that the Tenant has wilfully prevented third parties from entering the rental unit.

I find the Tenant's actions have placed the Landlord's property at significant risk. On the basis of the undisputed testimony, I find it reasonable to conclude that the water leaking into the lower suite originated from the rental unit. As it is reasonable to presume that the Tenant was inside the rental unit and was refusing to provide access to his suite when the Landlord was investigating the source of the leak, I find that his actions placed the Landlord's property at significant risk. Had the Landlord been unable to turn off the water to the rental unit, I find it highly likely the water would have caused significant damage to the residential complex.

More importantly, I find that the Tenant's actions seriously jeopardizes the health or safety or a lawful right or interest of the landlord or another occupant. I find that preventing a third party from entering the rental unit could have disastrous results if, for example, there was a fire inside the rental unit and the Tenant was unable or unwilling to provide access to the unit.

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 to take effect.

Given the potentially disastrous results of the blocking entry to the rental unit, I find that it would be unreasonable to the Landlord and other occupants of the residential property to wait for a notice to end the tenancy under section 47 to take effect. I therefore grant the Landlord's application to end this tenancy early and I grant the Landlord an Order of Possession.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

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.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order in that amount. In the event 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.

Dated: September 21, 2021

Residential Tenancy Branch