



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- recovery of the filing fee.

The landlord attended the hearing; however, the tenant did not attend.

The landlord stated the tenant was served with the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by attaching it to the tenant's door and by email, both on September 10, 2021, the day the application package was made available to the landlord by the Residential Tenancy Branch (RTB). The landlord submitted that the tenant has agreed to service of documents by email delivery.

I accept the landlord's evidence that the tenant was served notice of this hearing in a manner complying with section 89(2) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their affirmed evidence orally and refer to documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the

submissions are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

The landlord was informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Rule 6.11. The landlord affirmed they were not recording the hearing.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of possession and to recover the filing fee?

Background and Evidence

The written tenancy agreement submitted shows this tenancy began on June 1, 2021, and monthly rent is \$1,400.

The rental unit is in a multi-unit condominium building, with shared, common area hallways.

In support of their application, the landlord said that the tenant has caused excessive property damage to the rental unit and the grocery store below the rental unit. The landlord submitted that the tenant flushed feminine products and rubber gloves down the toilet, causing a sewage back-up and leak into the rental unit and in the grocery store below. The sewage landed on the food in the grocery store.

The landlord said that the plumber for the strata company attended the rental unit, found the feminine products and rubber gloves, and made the repairs. The landlord submitted that he was given the bill for the repairs.

Additionally, the landlord submitted that since the time of the sewage back-up, he has inspected the rental unit and discovered a continuing leak in the bathroom, causing seepage under the floor and more damage to the grocery store below. The landlord

submitted he attended the rental unit in August 2021 with an RCMP officer and they observed continuing substantial floor damage.

The landlord submitted that another reason he is seeking to end this tenancy is due to the tenant's continued refusal to unblock the main fire escape leading from her rental unit. This door is the tenant's main door, which she has blocked, as she exits out of her back door. The landlord explained that this is a fire and safety issue as she or anyone else in an emergency would not be able to enter or leave the rental unit. The landlord said this issue has been addressed by the police. The landlord submitted that the police have instructed this door to be clear, and the tenant refuses.

The landlord submitted that the tenant also refuses to remove her personal property from the front of the switchboard in her rental unit, which also causes a fire and safety hazard as there would be no access in the event of an electrical fire.

The landlord submitted that the tenant continues to refuse all requests to change her behaviour.

Filed into evidence were photographs showing the blocked main door and switchboard and a plumber's report.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

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

By flushing feminine products and rubber gloves, causing a flood and sewage to leak into the rental unit and the grocery store below, I find the landlord has substantiated that the tenant has put the landlord's property at significant risk.

I also find the undisputed evidence substantiates that the tenant has caused, and continues to cause, a fire and safety risk due to the blocked main access door and the switchboard. I find the tenant has refused to comply with the landlord's reasonable requests to come into conformance with fire and safety standards.

Due to the above, I therefore find that the landlord has proven that the tenant has put the landlord's property at significant risk and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I am also satisfied that it would be unreasonable and unfair to the landlord and the other occupants of the residential property to wait for a One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act.

Conclusion

The landlord's application is successful. I order that the tenancy ended this date, September 28, 2021.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that they may be liable for bailiff and all other costs.

The landlord is granted a monetary order of \$100, for recovery of their filing fee.

I authorize the landlord to deduct \$100 from the tenant's security deposit, if they choose to redeem their monetary award in that manner. If so, the monetary order is of no force or effect.

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: September 28, 2021