



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On October 12, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

This matter was set for hearing by telephone conference call at 9:30 am on this date. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for thirty minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that he served the Notice of Dispute Resolution Proceeding by posting the Notice on the Tenant’s door on October 27, 2021 at 12:37 pm. The service was witnessed by the Landlord’s friend. The Landlord provided a proof of service document.

I find that the Notice of Dispute Resolution Proceeding was served in accordance with sections 89 and 90 of the Act. The Notice is deemed served to the Tenant on October 30, 2021, three days after it was posted. The hearing proceeded.

The Landlord was provided with an opportunity to ask questions about the hearing process. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord explained that the original Tenant needed to find a roommate in order to pay the rent. The Landlord stated that T.A. moved into the rental unit approximately 20 months ago and began paying rent to him. The Landlord stated that he began to receive rent payments for T.A. directly from a provincial government Ministry 20 months ago.

The Landlord did not amend the original tenancy agreement to include T.A. as a Tenant.

The Landlord testified that he was informed by T.A. at a rent payment hearing in May 2021 that the original Tenant has moved out of the rental unit. The Landlord stated that he has not seen the original Tenant on the property for five months.

I find that the Landlord and the Tenant T.A. entered into a tenancy agreement 20 months ago. The Landlord was aware T.A. was living in the unit and he accepted rent payments from the Ministry in exchange for a tenancy. I find that T.A. is a Tenant living at the dispute address.

Issue

- Is the Landlord entitled to end the tenancy early?

Background

The Landlord provided testimony that the Tenant is responsible for a fire at the rental unit that occurred in August 2021. The Landlord testified that a fire in the carport damaged the unit and structurally weakened the unit. The Landlord stated that the damage is in excess of \$20,000.00. The Landlord stated that he spoke to the Tenant who replied that they did not do it. The Landlord provided a copy of a report from the fire department. The fire investigation report indicates that two vehicles and the structure's carport roof were found burning and that fire was caused by a human failure. The Landlord provided photographs showing the damaged exterior of the home.

The Landlord testified that the rental unit is being damaged by the Tenant and guests of the Tenant. The Landlord stated that a living room window was broken by the Tenant in July 2021 and has not been repaired.

The Landlord testified that he posted a notice of entry for an inspection and when he attended the unit, he discovered that he could not enter the unit because the Tenant

has changed the locks. The Landlord stated that he was briefly able to see inside the unit prior the door being closed on him and locked. The Landlord stated that he observed that someone has been spray painting bike parts on the laminate flooring. The Landlord also stated that the washer and dryer also have spray paint on them. The Landlord stated that there is lots of activity at the property with people regularly coming and going. The Landlord stated that an unknown person is present at the unit who carries a large knife. The Landlord provided a copy of the notice of entry for October 21, 2021.

The Landlord seeks an immediate end of tenancy and order of possession for the rental unit due to the damage done to the rental unit and the risk of continued damage.

Analysis

Section 56 of the *Act* provides that a Landlord may make an application for dispute resolution to request an order 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 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Based on the testimony and documentary evidence before me I make the following findings:

I find that the Tenant was served with notice of the hearing and failed to attend the hearing to oppose the Landlord's application.

I accept the Landlords evidence that the rental property has been damaged by fire and that other damage is occurring within the residence. I accept that the Landlord posted a notice of entry but was refused entry into the home to conduct an inspection.

I find that the Tenant is responsible for extraordinary damage to the residential property, and I find that it would be unreasonable, or unfair to the Landlord of the residential property, to wait for a notice to end tenancy under section 47 of the Act to be issued.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is granted. Therefore, I am ordering that the tenancy will end immediately.

I find that the Landlord is entitled to an order of possession, effective one (1) day after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the security deposit for the cost of the filing fee.

Conclusion

I find that the Tenant is responsible for extraordinary damage to the residential property.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is granted.

The Landlord is granted an order of possession, effective one (1) day after service on the Tenant.

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: November 16, 2021

Residential Tenancy Branch