



Dispute Resolution Services

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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, made on March 7, 2022. The Landlord applied for an order of possession pursuant to section 56 of the Residential Tenancy Act (the Act) and to recover the filing fee.

The Landlord attended the hearing and was assisted by GP, both of whom provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, GP testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by attaching a copy to the door of the rental unit on March 17, 2022. Pursuant to sections 88 and 89 of the Act, I find the Tenant is deemed to have received these documents on March 20, 2022. The Tenant did not submit documentary evidence in response to the Application.

The Landlord and GP were advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution proceedings. They confirmed they were not recording the hearing.

The Landlord and GP were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues

1. Is the Landlord entitled to an order of possession pursuant to section 56 of the Act?
2. Is the Landlord entitled to recover the filing fee pursuant to section 72 of the Act?

Background and Evidence

On behalf of the Landlord, GP confirmed the tenancy began on August 1, 2019. Rent of \$1,200.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$600.00 which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

The Landlord wishes to end the tenancy out of concern for the condition of the rental unit. As suggested in the application materials, GP testified that the Tenant has damaged walls, flooring, and appliances. GP testified that a window was observed to be broken when the Notice of Dispute Resolution Proceeding was served. Further, GP testified that the Tenant has caused water damage under the kitchen sink and elsewhere which may present an electrical risk.

In support, the Landlord submitted eight photographic images of the interior of the rental unit including the living room, hallway, staircase, and kitchen. The images depict the rental unit littered with garbage including plastic bottles, foam mattresses, paper wrappers, and garbage bags. Carpeting is dirty and stained. The linoleum kitchen floor and the countertops are covered with food and packaging, and there appears to be water damage under the kitchen sink. The images also depict scratched and scuffed walls.

The Landlord also testified that the Tenant has not paid rent in full. The current amount outstanding is \$5,700.00. The Landlord also testified the Tenant has not paid utilities.

Although the Landlord believes the Tenant may have moved out of the rental unit, he testified that her children (two daughters and one son) continue to reside in the rental unit.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged documentary evidence and affirmed oral testimony, and on a balance of probabilities, I find:

Section 56 of the Act permits a landlord 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 of the Act. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the Act, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
 - (iii) put the landlord's property at significant risk;
 - (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) 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
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - (v) caused extraordinary damage to the residential property, and
- (b) 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 [landlord's notice: cause] to take effect.

In this case, I find that the Landlord's evidence of the condition of the rental unit, taken as a whole, indicates that the Tenant and her family have put the Landlord's property at significant risk. In particular, I note the water damage under the kitchen sink, food and other garbage littered throughout the rental unit, and the broken window.

Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the Act.

Considering the above, I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee, which I order may be deducted from the security deposit held, leaving \$500.00 remaining.

Conclusion

The Landlord is granted an order of possession, which will be effective two days after service on the Tenant. The order of possession must be served on the Tenant. The order of possession may be filed in 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: March 29, 2022

Residential Tenancy Branch