



# 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 29, 2022. The Landlord applied for the following relief:

- an order of possession pursuant to section 56 of the Residential Tenancy Act (the Act); and
- an order granting recovery of the filing fee pursuant to section 72 of the Act.

The Landlord attended the hearing and was accompanied by MJ and RP, all of whom provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, RP testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by attaching a copy to the door of the Tenant's rental unit on April 6, 2022, and that service in this manner was witnessed by MJ. A Proof of Service Notice of Expedited Hearing was submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on April 9, 2022.

Further, RP testified that a subsequent documentary evidence package was served on the Tenant by attaching a copy to the door of the Tenant's rental unit on April 16, 2022, and that service in this manner was witnessed by KP. A Proof of Service Notice of Expedited Hearing was submitted in support. Pursuant to sections 88 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on April 19, 2022.

RP also testified that additional documents were uploaded to the Residential Tenancy Branch Dispute Management System on April 19, 2022, but acknowledged these were not served on the Tenant. Those in attendance were advised that these documents would not be considered but that I could hear and consider oral testimony concerning recent events.

The Tenant did not submit documentary evidence in response to the application.

Those in attendance were advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings. All confirmed they were not recording the hearing.

The Landlord was 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?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

On behalf of the Landlord, RP testified the Tenant occupies a basement suite in the rental property. RP also confirmed the tenancy began on May 1, 2020. Currently, rent of \$1,000.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$375.00, which the Landlord holds. A copy of the tenancy agreement between the parties was submitted into evidence.

RP testified there was a flood in the rental property on December 29, 2022. In the process of remediating the damage, the home insurance company discovered drug paraphernalia in the Tenant's rental unit. As a result, the home insurance company advised the Landlord they will not provide coverage of the rental property after April 22, 2022.

In support, the Landlord submitted an email from the restoration company dated March 3, 2022. It stated that during an inspection “drug paraphernalia was photographed and documented before our crews entered the home to ensure all parties involved new [sic] the drugs were not brought into the home by our crews.”

The Landlord also submitted an email from an insurance advisor dated February 25, 2022. It states: “Underwriting wants to know if the tenants have moved out of the premises, they will not be renewing the policy if they are still residing in the home.”

The Landlord also submitted a copy of an email from an insurance advisor dated February 28, 2022. It states: “Underwriting has advised that If they are in fact moving back into the basement suite then the company will be cancelling the policy effective April 22, 2022, due to the illegal paraphernalia that was discovered in the unit during the claims process.”

Further, RP testified that on April 19, 2022, the upstairs tenants observed three women breaking two of the front windows of the Tenant’s unit. RP testified the Landlord was advised by a police officer who attended that one of the women is the mother of the Tenant’s child. Photographs of broken windows were submitted in support.

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 landlords 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 it is more likely than not that the Tenant has engaged in behaviour that has put the Landlord's insurance coverage at risk, seriously jeopardizing a lawful right or interest of the Landlord and putting the Landlord's property at significant risk.

I also find it is more likely than not that friends or acquaintances of the Tenant, including the Tenant's former partner, engaged in illegal activity which resulted in damage to the Landlord's property by breaking the rental unit windows.

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.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant.

Having been successful, I find the Landlord is entitled to recover the filing fee paid to make the application, which I order may be deducted from the security deposit held, thereby reducing the amount of the security deposit held to \$275.00.

### Conclusion

The Landlord is granted an order of possession, which will be effective two days after it is 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: April 21, 2022

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Residential Tenancy Branch