



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Background and Evidence

This tenancy began on May 1, 2022 with the current monthly rent of \$3275.00 due on the first of each month. MB testified that the tenant did not pay the rent in full for the first months' rent. MB testified that when the tenant was served a notice for late payment of rent, the tenant began a series of actions to damage the property and avoid paying the rent. MC testified that the tenant has been trying to divert attention from the fact she didn't pay the rent and caused major plumbing issues in the home. MB testified that on May 15, 2022 the tenant sent videos to her showing that the bathtub, shower stall and toilet were all overflowing causing damage to the townhouse.

MC testified that the two bathrooms required four wax seals in a matter of twenty days. MC testified that the tenant has been tampering with the plumbing and purposely causing blockages and overflowing of plumbing fixtures. MB testified that they have had emergency plumbing service calls to address the damage. MB testified that one of the plumbers found a large amount of fabric like material in the toilet such as tampons, q-tips, and wipes. MC testified that regardless of the outcome of this hearing, he is fearful that the tenant will continue to damage the townhouse until she is gone. The landlord filed this application for the following reasons:

*"On May 15th, the last day the tenant was required to pay the late rent as per RTB-30, the rental townhouse was completely flooded causing well over 20,000\$ of water damage. We believe this was a warning shot across the bow. Moreover, we know that the required emergency repairs are being tempered with and the place is a mess. We feared more costly damages. Our tenant refuses us access to the property even with 24hrs notice, claiming falsehood against us .."*

The landlord stated that this is an urgent application about a tenant who poses an immediate and severe risk to the rental property wants an order of possession.

The tenant gave the following testimony. The tenant testified that its not her fault that the unit has plumbing issues. The tenant testified that she doesn't like living in sewer water and will be moved out by no later than September 1<sup>st</sup>. The tenant testified that the landlords are trying to blame her for the plumbing issues with the home but doesn't

know why. The tenant testified that she is not responsible for the plumbing issues and floods and denies she is purposely damaging the property.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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 interests 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;*
- *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;*
- *engaged in illegal activity that 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, the tenant 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.*

Despite being given an opportunity to address the landlords claim, the tenant chose to give testimony about the late rent and what she felt was improper access to the unit and several other non-related issues. In addition, the tenant did not offer sufficient evidence to dispute the claim from professional plumbers stating that the amount of fabric like material in the toilet was excessive nor did she provide sufficient evidence to dispute the professional plumbers statement that all it was highly unlikely that all fixtures on an upper floor could back up and overflow at the same time. Whereas MB provided clear, concise, and compelling testimony and extensive documentation to support their claim. The replacement of four wax toilet seals in twenty days only leaves one conclusion to draw, that the tenant was negligent and or, reckless.

The landlord has satisfied me that the tenant has “*put the landlords’ property at significant risk*” and *it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47.*

Based on the above, and on a balance of probabilities, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenancy is terminated.

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: June 23, 2022

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Residential Tenancy Branch