



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

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; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

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?
Is the landlord entitled to the recovery of the filing fee from the tenant for this application?

Background and Evidence

This tenancy began on August 9, 2019 with the current monthly rent of \$1900.00 due on the 10th of each month. The tenant paid a security deposit of \$950.00 which the landlord still holds. The landlord testified that the tenant has caused severe damage to the suite by having rotting garbage, insects and nests, and mold throughout. The landlord testified that he has asked the tenant to clean the unit since the beginning of the tenancy, but she refuses.

The landlord filed this application for the following reasons as noted on his application and reproduced exactly below:

“1. The tenant has filled the entire suite with boxes, clothing, furnatures and rotten food, creating a dangerous fire hazard. 2. Rotten food stretch and fruit bat flies escaping from the renting suite have been spreading to neighbors' room, making health thread to other occupants. 3. the tenant stacks boxes, furniture and rotten food outside her suite, that has leading to frequently animals visting our yard and blockage to other residents.”

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

The tenant testified that the landlord has not maintained the property and has caused her great difficulties with her health. The tenant testified that the unit has not had heat for three years and that the landlord enters the unit without proper notice. The tenant testified that she doesn't want to stay but she has to stay as housing options are limited. The tenant testified that the landlord has not provided proper garbage facilities and that's the reason her unit is cluttered with so much garbage.

Analysis

The relationship between the parties is an acrimonious one. Both parties continually engaged in yelling and screaming at each other. The tenant was especially belligerent requiring me to caution her on numerous occasions. The tenant continually interrupted the landlord and me when speaking despite the warnings.

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.

The five photos that the tenant agreed that she has received and referred to as the only real evidence is sufficient in satisfying me that the tenancy must end for the following reason, the tenant has:

- *"significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and put the landlords property at 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.*

The tenant's unit has excessive garbage, mold and insects that has damaged the property, put the property at risk, and interfered with the landlord and other tenants. Based on the above, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated. The landlord is entitled to retain \$100.00 from the security deposit in full recovery of the filing fee for this application.

Conclusion

The landlord is granted on order of possession. 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 13, 2022

Residential Tenancy Branch