



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the *Residential Tenancy Act* (the “Act”) to end the tenancy early and obtain an order of possession and to recover the cost of the filing fee.

The landlord and the landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on June 24, 2022, and have not been claimed by the tenant.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act. Refusal or neglect to pickup the package does not override the deemed served provision of the Act.

### Issue(s) to be Decided

Should the tenancy end pursuant to section 56 of the Act?

### Background and Evidence

The tenancy began on April 1, 2022. Rent in the amount of \$2,000.00 was payable on the first of each month. A security deposit of \$1,000.00 was paid by the tenant.

The landlord's agent testified that the tenant is subletting or having an unreasonable amount of occupants stay on the property, when the tenancy agreement was signed it was just the tenant.

The landlord's agent testified that this is a two-bedroom home, and the tenant has allowed a woman with three children move into the premises(3) and another couple(2) and tenant and their girlfriend (2).

The landlord's agent testified that an RV has also been moved onto the property and there are people living in the RV.

The landlord's agent testified that there have been people in and out of the property at all hours of the night and 911 has been called twice in the last few weeks due to yelling and screaming coming from the property at early hours. The landlord stated that one person was found unconscious on the lawn and CPR had to be given and other people have been seen urinating outside on the property.

The landlord's agent testified that the tenant is causing damage to the premises as there are already holes in the walls.

The landlord's agent testified that the tenant has dog on the property contrary to the tenancy agreement and their bit bulls have already attacked another dog by breaking off their leash.

Filed in evidence are 4 witness statements, which I have reviewed.

### Analysis

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. **Having reviewed the undisputed testimony and other evidence of the landlord, I find that the landlord has met that burden.**

In this case, the tenant has either sublet the premises or has an unreasonable number of occupants living on the premises. Damage to the premises is being caused by the tenant or their occupants. The dogs of the tenants or an occupant on the property has attacked another dog. The police have attended the premises on at least two occasion

since the tenancy started on April 1, 2022, which I find unreasonable. I find the action of the tenant has put the landlord's property at significant risk and has jeopardized the landlords lawful right and interest in the property.

Due to the above, I am also satisfied that it would be unreasonable and unfair to the landlord and the other occupants of the residential property to wait for a One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early. I find the landlords are entitled to an order of possession, pursuant to **section 56** of the Act, effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act. I authorize the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction of the award.

### Conclusion

The landlord's application to end the tenancy early is granted.

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: July 14, 2022

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Residential Tenancy Branch