



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 landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for an early termination of tenancy and Order of Possession, pursuant to section 56; and authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:46 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The landlords testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

The landlords confirmed their email addresses for service of this decision and order.

Preliminary Issue- Service

Landlord M.M. testified that the tenant was served with a copy of this application for

dispute resolution and evidence via registered mail. The landlords entered into evidence a registered mail receipt dated December 8, 2022. Landlord M.M. testified that the tenant confirmed via text that he received the above package. I find that the tenant was deemed served with the landlord's application and evidence on December 13, 2022, in accordance with section 88 and 89 of the *Act*.

Issues to be Decided

1. Are the landlords entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Are the landlords entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlords, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the landlords' claims and my findings are set out below.

The landlords testified to the following facts. This tenancy began on October 1, 2019. Monthly rent in the amount of \$1,650.00 is payable on the first day of each month. The tenant paid the landlords a security deposit of \$800.00 and a pet damage deposit of \$400.00. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlords testified that the tenant may have already moved out but has not returned the keys. The landlords testified that they have questioned the neighbours of the subject rental property who informed them that they have not seen anyone at the subject rental property for the last few weeks. The landlords testified that they are still seeking an Order of Possession.

The landlords testified that they are seeking an emergency Order of Possession because the tenant has caused a serious fire hazard by tampering with BC Hydro equipment. The landlords entered into evidence an inspection report from an electrician dated December 1, 2022 which states:

BC Hydro cut power at the pole due to meter bypass. Inspection of meter jaws and panel are good. Tenant [REDACTED] said there was thin copper wires wrapped around the meter jaws to allow power to go through.

Tenant must pay hydro or settle up with hydro before any power will be hooked up.

The landlords entered into evidence a letter dated November 29, 2022 from BC Hydro to the landlords pertaining to the subject rental property, which states:

Records indicate that you are the registered owner of the above property. A recent incident involving damage to BC Hydro equipment serving this residence has raised concerns regarding the integrity of our equipment. Electricity is an inherently dangerous commodity requiring special care even under normal conditions, and we must be satisfied that our equipment is functioning properly and is safe for our workers at all times.

BC Hydro's Electric Tariff Terms and Conditions, in section 9.2 relating to "Rental Premises", provides as follows:

As a condition of Service to a Premises where a tenant is the Customer, BC Hydro may require an Owner to enter into with BC Hydro a rental premises agreement setting out the responsibilities of the Owner in relation to payment for Service. Regardless of whether a rental premises agreement has been executed, BC Hydro may, at its sole option at any time and from time to time, elect to:

- 1. Deal directly with an Owner as the Customer in respect of any or all services to the Premises; or*
- 2. Deal directly with each tenant as a Customer of BC Hydro.*

While we will normally deal directly with tenants in a rental premises, our willingness to do so is based on the expectation that BC Hydro is able to keep our equipment free from damage. Compromising BC Hydro equipment can undermine our ability to safeguard our employees and potentially present hazards to other first responders. As the registered owner, we are also sure that you will be concerned about the fire risk that improperly functioning electrical equipment can present to your premises.

In consequence of the equipment damage that BC Hydro has encountered at this property, this is notice to you that we now require you, as the registered owner, to take responsibility for the electric service to these premises on an ongoing basis. We will no longer take applications from your tenants for the electric service.

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.

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlords must provide convincing evidence that justifies not giving full notice.

Based on the landlords' undisputed testimony, the letter from BC Hydro and the electrician's report, I find that the tenant tampered with BC Hydro equipment which poses a significant fire hazard to the subject rental property. I find that the tenant has put the landlord's property at significant risk. I find that due to the significant risk the tenant has put the landlord's property in, it would be unreasonable to wait for a notice to end the tenancy under section 47 of the *Act*.

Pursuant to section 56 of the *Act*, I award the landlords a two-day Order of Possession.

As the landlords were successful in this application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee from the tenant, in accordance with section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlords are entitled to retain \$100.00 from the tenant's security deposit.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the landlords effective **two days after service 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 landlords are entitled to recover \$100.00 from the tenant's security deposit.

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: January 05, 2023

Residential Tenancy Branch