



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1121695 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On January 6, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was scheduled as teleconference hearing. The Landlord attended the hearing; however, the Tenant did not.

The Landlord provided affirmed testimony that he personally served the Notice of Dispute Resolution Proceeding on January 10, 2023, by posting the Notice to the Tenant’s door. I find that the Tenant was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act and failed to attend in the hearing. The hearing proceeded.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Background

The Landlord testified that the tenancy began on August 1, 2021, on a month to month basis. The Landlord testified that rent in the amount of \$785.00 is due by the first day of each month. The Landlord testified that the Tenant paid a security deposit of \$392.50. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that since the time the tenancy agreement was signed and keys issued to the Tenant the Landlord has not seen the Tenant on the property. The Landlord testified that the Tenant gave the unit keys to other persons who have been

living in the unit. The Landlord testified that they have texted; emailed; and called the Tenant on numerous occasions but they never get a response.

The Landlord stated that no rent has been received since August 2022.

The Landlord stated that the occupants of the rental unit are causing damage to the unit; engaging in illegal behavior by selling and using drugs in the parking lot; threatening an employee; and disturbing other residents. The Landlord testified that the occupants have damaged the stove in the unit and have removed it and placed into the garbage. The Landlord stated there was no communication with the occupants on this matter.

The Landlord stated that he has approached the occupants and they stated that they live in the unit, and they refuse to provide their names.

The Landlord stated that residents of the property have complained about noise coming from the unit, and when police attend the occupants refuse to open the door.

The Landlord provided two video files showing a person breaking into the coin box of a washing machine located on the property. The Landlord stated that this person in the video is a person who occupies the rental unit and that he also ripped a fire extinguisher from the wall and took it.

The Landlord stated that his maintenance worker is scared to attend work as he was threatened to be beat up by the occupant.

The Landlord stated that the occupant was observed exchanging money for drugs on the property and was observed smoking something in a glass pipe.

The Landlord requests an early end of tenancy and for an order of possession.

### Analysis

Residential Tenancy Branch Policy Guideline #51 Expedited Hearings provides the following information:

*Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be*

*satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application.*

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Based on the Landlords affirmed testimony, I find that the Tenant has permitted unauthorized occupants or guests into the rental unit and he is responsible for their behavior.

I accept the Landlord's evidence that the occupants have caused damage by removing and disposing of a stove and have engaged in illegal behavior by breaking into the washing machine coin box. I find that it is more likely than not that the occupants have also unreasonably disturbed other occupants and the Landlord.

Since the Tenant is not responding to the Landlord and cannot be located, and since the occupants refuse identify themselves, I find that this presents significant risk to the Landlord and his property as well as other occupants.

I find that the Tenant is responsible for his guests who have put the Landlord's property at significant risk, and 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 to take effect.

The Landlord's application for an early end of tenancy and an order of possession is granted. I find that the Landlord is entitled to an order of possession, effective one day after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant or his guests have put the Landlord's property at significant risk, and 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 to take effect. The tenancy is ending immediately.

The Landlord is authorized to keep \$100.00 from the security deposit for the cost of the filing fee.

The Landlord is granted an order of possession effective one (1) day after service on the Tenant.

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 26, 2023

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Residential Tenancy Branch