



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided affirmed testimony. However, the Tenant did not appear. The Landlord stated that he sent the Notice of Dispute Resolution Proceeding and evidence package to the Tenant by registered mail on January 18, 2023. Proof of mailing was provided into evidence. Pursuant to section 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to end the tenancy early and obtain an Order of Possession?

Background and Evidence

The Landlord explained that the Tenant has allowed several other people to move into the property, and as a group, they have caused significant damage to the rental property. The Landlord also explained that the Tenant has stopped paying rent since June 2022, and routinely gets city bylaw infractions for excessive noise. The Landlord also pointed out that there have been 9 case files opened with the police regarding this house, due to the conduct of the Tenant.

The Landlord also stated that the Tenant and her guests routinely have large garbage fires in the backyard, nearby trees and the fence. The Landlord provided reports from the fire department for these incidents, and stated that the Tenant's disregard for the burning bylaws (fires not allowed without permits) is jeopardizing the fire safety of the rental unit, the yard, and the neighbour.

The Landlord pointed out that he attended the rental unit last September 2022 to investigate a water issue in the house, and at that time, after cutting back drywall in the basement ceiling, they determined that there was no inherent defect with the plumbing. Rather, at this time, the Landlord located 2 large holes in the bathtub on the main floor of the house. The Landlord stated that he replaced all the bathtubs in the house 2 years ago, and the Tenant has excessively damaged the tub in her ensuite bathroom since she moved in. Even though the Tenant has put 2 holes in her bathtub/shower, she continues to use it and flood the basement with water.

The Landlord stated that when he went back to inspect the unit in November, he brought a police escort, and at that time, he confirmed that the Tenant was still using the shower, causing water to flood into the ceiling below, and the basement. The Landlord stated that there is ongoing property damage as a result of this neglect, and the Tenant refuses to stop using the bathtub, which she damaged beyond repair.

The Landlord also stated that the front and rear doors have both been kicked in, and are damaged, and now several of the windows in the house are boarded up. The Landlord is extremely concerned that if the tenancy continues, his house will be significantly damaged, and it will be difficult to recover any of the expenses to repair.

Analysis

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 a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied that:

- 1) There is sufficient cause to end the tenancy based on any of the following causes:

The tenant or a person permitted on the residential property by the tenant has done any of the following:

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- (iii) put the landlord's property at significant risk;
- (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) 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
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property,

And,

- 2) 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.

Having considered the totality of the evidence and testimony, I find that the Tenant's behaviour shows a blatant disregard for the property, and has caused significant damage to the rental unit. This disregard appears to be ongoing, and I accept that it continues to pose a significant risk to the property itself. In making this determination, I note the Tenant has put two holes in the bathtub and she continues to use the tub, despite being told not to, which is causing significant water damage to adjacent building components. Further, I accept that both the front and the back door have been kicked in, multiple windows are boarded up, and the Tenant (or guests) continue to disregard fire safety and burning guidelines.

Overall, I find the sum of the Tenant's actions, and inactions, poses a significant and severe risk to the rental property, which I find warrants an early end to the tenancy, pursuant to section 56 of the Act. Given the nature and scope of the various damage described by the Landlord, I further find it is not reasonable for the Landlord to wait for the 1 Month Notice for Cause to take effect. As such, I find the Landlord is entitled to an order of possession, effective 2 days after service on the Tenant, pursuant to section 56 of the Act.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession 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.

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: February 10, 2023