



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding TRIBE MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FFL

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for an order to end the tenancy early due to urgent health or safety reasons and receive an order of possession, and to recover the cost of the filing fee.

An agent for the landlord, DB (agent) attended the teleconference hearing. The agent gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The hearing process was explained and an opportunity to ask questions was provided to both parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated February 2, 2023 (Notice of Hearing), the application and documentary evidence (Hearing Package) were considered. The agent provided affirmed testimony that the Hearing Package was served on the tenant by registered mail on February 2, 2023. The landlord provided a registered mail tracking number, RN 725 149 979 CA, in evidence and confirmed that the name and address on the registered mail package matched the name of the tenant, which was also supported by photo evidence. Documents sent by registered mail are deemed served 5 days after mailing pursuant to section 90 of the Act. According to the tracking information provided and the Canada Post registered mail tracking website, the tenant failed to pick up the Hearing Package. I find the tenant was deemed served on the fifth day after mailing, which would be February 7, 2023, in accordance with the Act.

Residential Tenancy Branch (RTB) Rule 7.3 of the Rules of Procedure (Rules) applies and states the following:

**Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Based on the above, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present.

Preliminary and Procedural Matter

The agent confirmed their email address and their understanding that the decision and any orders will be emailed to the landlord. As the agent did not have an email address for the tenant, the decision will be sent by regular mail to the tenant.

Issues to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession pursuant to section 56 of the Act for urgent health and safety reasons?
- If yes, is the landlord also entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The landlord has submitted a copy of a Search Warrant where the rental unit is listed and the crime of Break and Enter contrary to section 348 of the *Criminal Code* is alleged. In addition, the landlord presented a photo showing the rental unit door badly damaged, with half of the door missing. The agent explained that as far as they know the tenant continues to occupy the rental unit.

The agent explained that the monthly rent for February 2023 has been paid. The landlord is seeking an order of possession due to the damage to the rental unit door and criminal activity, whether involving the tenant and/or their boyfriend.

## Analysis

Based on the undisputed documentary evidence, and the undisputed testimony provided during the hearing, and on a balance of probabilities, I am satisfied that the tenant or someone invited by the tenant has put the landlord's property at significant risk and engaged in illegal activity, Break and Enter, 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. I also find that there was extraordinary damage to the rental unit being the destroyed rental unit door shown in the photo evidence.

Section 56 of the Act applies and states:

### **Application for order ending tenancy early**

**56(1)** A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

- (a) 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**

**(b) 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 [landlord's notice: cause] to take effect.**

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[emphasis added]

I am also satisfied that it would be unreasonable and unfair to the landlord and other tenants in the rental building to wait for a notice to end tenancy under section 47 of the Act. I find the search warrant and photo evidence supports the need to end the tenancy. Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit **effective February 28, 2023 at 1:00PM** I find the tenancy ended the date of this hearing, February 24, 2023 pursuant to section 62(3) of the Act. As the landlord's application is successful, I grant the landlord authorization to retain **\$100** from the tenant's security deposit of \$1,350 in full satisfaction of the recovery of the cost of the filing fee. I find the security deposit is now \$1,250, pursuant to section 62(3) and 72 of the Act.

### Conclusion

The landlord's application is successful.

The tenancy ended this date, February 24, 2023.

The landlord is granted an order of possession effective February 28, 2023 at 1:00PM.

The order of possession will be emailed to the landlord for service on the tenant. This order may be enforced through the Supreme Court of British Columbia.

The tenant is reminded that they can be held liable for all costs related to enforcing the order of possession.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*. Pursuant to section 77 of the *Act*, a decision or an order is final and binding, except as otherwise provided in the *Act*.

Dated: February 24, 2023

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Residential Tenancy Branch