



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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 she posted the Notice of Dispute Resolution Proceeding and evidence package to the Tenant's front door on March 1, 2023. Pursuant to section 90 of the Act, I find the Tenant is deemed served with this package 3 days after it was posted.

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 stated that she met with the Tenant towards the end of January 2023, and signed the tenancy agreement with the Tenant at that time (around Saturday January 28, 2023). The Landlord stated that the Tenant provided cheques for the deposits, and

first months rent at that time, and the Landlord stated that she told the Tenant she would give the Tenant the keys once the cheques cleared early the following week. The Landlord stated that prior to the cheques clearing, the Tenant found a hidden key outside the rental unit, and broke into the unit on January 29, 2023, before she was lawfully entitled to, as per the tenancy agreement. The Landlord stated that the cheques bounced, and the Tenant has stopped responding to the Landlord, despite repeated attempts to contact. The Landlord stated that the Tenant is not paying rent, and they have issued a 10 Day Notice as a result.

The Landlord further stated that the Tenant is causing excessive damage to the rental unit, and has broken the air conditioner (pushed it out of the window), smashed the screen door, and broken several of the blinds. The Landlord stated that the Tenant has unlawfully allowed 6 dogs to live in the rental unit, without permission, and she is very concerned that the Tenant and her excessive number of dogs are going to continue to destroy her property. The Landlord stated that she has gone by the house to take photos of the exterior of the home, but the Tenant will not allow them access to the home and continues to ignore. The Landlord stated that she can see through the windows that there are 6 dogs in the house but she cannot see enough to fully understand what other damage has been done so far.

The Landlord stated that the Tenant was allowed one dog, and was to pay a pet deposit, but she moved in 6 dogs, and never paid any deposits. The Landlord pointed out that the Tenant is rarely home, and leaves her dogs unattended in the house for extended periods of time. The Landlord stated that she has been by numerous times, and the Tenant is never home.

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, there is sufficient cause; 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.

I have carefully considered the evidence before me. I find the issue of unpaid rent does not meet the criteria for this type of application. With respect to the damages caused by the Tenant, and the risk to the Landlord's property, I note that, in order to end the tenancy in an expedited manner under section 56 of the Act, the Landlord must demonstrate that the Tenant has put the Landlord's property at significant risk, and also that it is unreasonable for the Landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect.

In this case, I accept the Landlord's undisputed testimony regarding the ongoing damages being done at the property. I note the Tenant has broken the porch door, blinds, and the air conditioner, and I find this is unacceptable. I also find it important to note the Tenant has a blatant disregard for the Landlord's pet policy, regarding only being allowed one dog. The Tenant has obtained 6 dogs, and leaves them unattended in the rental unit for extended periods of time. I note the Landlord has been by numerous times, and the Tenant is not home, but her dogs are. I find the Tenant has put the Landlord's property at significant risk by bringing in an additional 5 extra dogs, and leaving them alone for extended periods of time in the house. I also note the Tenant has shown a disregard for other tenancy laws, such as paying rent, and deposits, and has broken several building components. I note the Landlord is still without any pet deposit, security deposit, or any rent, which exacerbates the risk to the Landlord and the property. I find the nature of this matter is such that it is not reasonable for the Landlord to wait for a 1 Month Notice to take effect.

I find the Tenant's behaviour is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. As such, I find the Landlord is entitled to an order of possession.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I also order the Tenant to repay the \$100.00 fee the Landlord paid to make the

application for dispute resolution. I authorize the Landlord to retain \$100.00 from the security deposit in satisfaction of this 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.

The Landlord remains at liberty to apply for a monetary order for any unpaid rent.

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: March 21, 2023

Residential Tenancy Branch