



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET FFL

Introduction

This dispute relates to the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- End the tenancy early for health or safety reasons by way of an order of possession,
- Filing fee.

The landlord attended the teleconference hearing and 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. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated May 16, 2023 (Notice of Hearing), application and documentary/digital evidence (Hearing Package) were considered. The landlord provided affirmed testimony that the Hearing Packages were both served on the tenants, each with their own package by posting to the tenants' door on May 17, 2023. The landlord submitted a Proof of Service document signed by witness, JH, in support that they witnessed the posting of 2 packages to the tenants' door as claimed and that there were people present in the rental unit when the documents were posted as shadows could be seen behind the blinds while they were there to serve.

Pursuant to section 90 of the Act, I find that the tenants were deemed served with the Hearing Packages 3 days after they were posted to the tenants' door. Also, I consider this matter to be undisputed by the tenants. Given the above, the hearing continued without the tenant present in accordance with Rule 7.1 and Rule 7.3 of the Residential

Tenancy Branch (RTB) Rules of Procedure (Rules), which address consequences for not attending a dispute resolution hearing.

Preliminary and Procedural Matter

The landlord confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. As the landlord did not have an email address for the tenants, the decision will be sent to the rental unit address, as the landlord claims that personal items remain in the rental unit.

Issues to be Decided

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

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on April 1, 2023.

A video was presented showing a guest of the tenant holding a baseball bat and a person injured on the road near them. The landlord stated that they were advised by a neighbouring tenant that the video was taken after the female tenant, MG, was seen swinging the same baseball bat at the same male lying on the ground in the video. There is much foul language by the tenant in the video also.

In addition, the landlord presented 2 photos showing burned lawn that the landlord stated was burned the next morning by pouring gasoline on the front lawn. The landlord stated that a neighbouring tenant advised the landlord that the tenants were responsible for pouring gasoline and lighting the lawn on fire, which the landlord stated was during a fire burn prohibition period.

The landlord confirmed that the tenants have not paid rent for June 2023.

Analysis

Based on the undisputed testimony and documentary and digital evidence provided during the hearing, and on a balance of probabilities, I find the following.

I am satisfied that the tenant or a tenant's guest has committed 2 illegal acts, assault with a weapon (bat) and arson, has caused an unreasonable disturbance by the disturbance captured on video, and for setting fire to the lawn, which was also during a fire ban period. Therefore, 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 to wait for a notice to end tenancy under section 47 of the Act. I find the actions of the tenants and their guests to be unreasonable in any tenancy. Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after on the tenant. **I find the tenancy ended on the date of this hearing, June 13, 2023 pursuant to section 62(3) of the Act.**

As the landlord's application is successful, I grant the landlord **\$100** for the recovery of the cost the filing fee under section 72 of the Act. **I authorize** the landlord to deduct **\$100** from the tenants' security deposit of \$750 and pursuant to section 62(3) of the Act, I find the tenants' new security deposit balance is \$650 effective immediately.

Conclusion

The landlord's application is successful.

The tenancy ended this date, June 13, 2023.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

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

The decision will be sent by regular mail to the tenants.

The landlord has been authorized to deduct \$100 for the filing fee from the tenants' security deposit. The security deposit balance is now \$650 accordingly.

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: June 13, 2023

Residential Tenancy Branch