



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This was an application by the landlord for an early end of tenancy and an order for possession. The hearing was conducted by conference call. The landlord's representative, who is the owner and director of the corporate landlord attended the hearing, but the tenant did not call in and did not participate although he was served with the application and Notice of Hearing sent by registered mail on January 14, 2016. According to Canada Post records, delivery of the registered mail was attempted on January 18, 2016 and a Notice card was left indicating where the mail could be picked up. A second notice was also left on January 27th. The item was unclaimed by the tenant and on February 11, 2016 it was sent back to the sender.

Sections 89(1) & (2) of the Act provide that one of the ways in which an application for Dispute Resolution or an application for an order of possession may be served on a tenant is by registered mail to the address at which the person resides. Section 90 of the Act provides that a document served by mail in accordance with section 89 is deemed to be received on the 5th day after it is mailed. The tenant's failure or refusal to pick up registered mail, does not defeat the deemed service provisions of the *Residential Tenancy Act*, I find that the tenant is deemed to have received the application and notice of hearing on January 19, 2016.

Issue(s) to be Decided

Should there be an early end to the tenancy with an immediate order of possession?

Background and Evidence

The rental unit is a house in Kelowna. The tenancy began on December 15, 2015. The monthly rent is \$2,100.00 and the tenant paid a security deposit of \$1,050.00 at the start

of the tenancy. The tenant has paid no rent since he took possession of the rental unit. The landlord's representative testified that he has refused to sign a tenancy agreement.

The landlord's representative testified that he did not receive any rent payment from the tenant and his attempts to speak to the tenant by telephone were unsuccessful. The landlord's representative said that he was made aware of information concerning the tenant that suggested that he might be involved in illegal activities. The landlord's representative arranged for an RCMP officer to accompany him to the rental property on January 10, 2016 when he attended to serve the tenant with a 10 day Notice to End Tenancy for unpaid rent. The landlord's representative testified that when they attended the rental property the tenant was not there but a strange man was present. He did not have any Identification to provide to the police. He allowed the landlord and the police officer to enter the rental unit. The landlord took pictures of the rental unit during his attendance. He submitted copies of the pictures, as well as pictures of the rental property taken before the tenancy commenced, as evidence in support of his application for an early end of tenancy.

The landlord testified that the rental unit had been: "destroyed" by the tenant and other occupants. There were three large dogs in the house. There were holes kicked in the interior walls of the house. The dogs had urinated on the floors; doors had huge holes, kicked in them. The electrical wiring and circuit breaker box had been tampered with and the tenant had moved a large hot tub onto the deck above the car port. The landlord's representative said that the hot tub jeopardized the structural integrity of the deck and could cause it to collapse.

The landlord's representative testified that there were goods on the property, including furniture, appliances and a motorcycle or all-terrain vehicle that, according to the RCMP officer, were likely stolen.

Analysis

Section 56 (2) of the Act permits me to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord issued a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters, the tenant has put the landlord's property at significant risk, or the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's 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 [*landlord's notice: cause*] to take effect. Section 56 (3) of the Act provides that: If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

The evidence of the landlord has satisfied me that the tenant or another occupant of the rental unit has put the landlord's property at significant risk and that he has engaged in illegal activity that has caused damage to the landlord's 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. Accordingly I order the tenancy to be at an end effective today, February 12, 2016 and I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court.

Conclusion

The landlord's application for an early end of tenancy has been granted and the landlord has been given an order for possession effective two days 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: February 12, 2016

Residential Tenancy Branch

