



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The landlords testified that they were not recording this dispute resolution hearing.

The landlords confirmed their email address for service of this decision and order.

The landlords testified that on July 1, 2021 a copy of this application for dispute resolution was left on a chair in front of the door of the subject rental property. The landlord(s) knocked on the door of the subject rental property and a roommate of the tenant opened the door. The landlords testified that the roommate was then handed this application for dispute resolution and the roommate shut the door before the landlord(s)

could obtain a signed confirmation of delivery. A witnessed proof of service document stating same was entered into evidence. Photographs of the service were also entered into evidence. I find that the tenant was served in accordance with section 89 of the *Act*.

Issues to be Decided

1. Are the landlords entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Are the landlords entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlords not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the landlords' claims and my findings are set out below.

The landlords provided the following undisputed testimony. This tenancy began on or around August 15, 2020 and is currently ongoing. Monthly rent in the amount of \$1,800.00 is payable on the last day of each month. The tenant did not pay a security deposit.

The landlords testified that they are seeking an emergency order of possession because the tenant has caused extraordinary damage to the subject rental property, is likely to continue to damage the subject rental property and is putting the safety of other residents in the subject rental building in jeopardy.

The landlords testified that the tenant has repeatedly removed or rendered the smoke detectors in-operable, which puts the entire rental building at risk for fire. The landlords testified that this risk is amplified by the smoking and drug use in the property and because the tenant has already set fire to a bedroom door.

The landlords testified that the tenant has removed all of the flooring in the upstairs portion of the subject rental property and most of the downstairs flooring. The landlords testified that the tenant removed the vanities in the bathroom and installed a pedestal

sink. The landlords testified that the lower unit complained of flooding coming from the subject rental property and the landlords called the police to do a welfare check. The police attended and informed the landlords that a pedestal sink, which the landlords did not install, was knocked over, causing the water leak.

The landlords testified that the tenant has replaced all of the doors inside the unit with doors that do not fit properly. The landlords testified that the tenants have painted the subject rental property without their permission, and it was not done well. The landlords testified that the tenant has not paid rent in months. The landlords testified that the tenant regularly uses drugs and has people coming and going from the property and unauthorized roommates.

The landlords testified that since filing for dispute resolution the tenant has attempted to tear apart the kitchen and they are concerned that the longer the tenant remains in the unit, the more damage she will cause.

The landlords entered into evidence photographs of the subject rental property taken around May of 2020 which show the unit in good repair. The landlords testified that they completed an inspection of the unit on May 30, 2021 and took many photographs, which were entered into evidence. The photographs show that:

- all the carpet from the stairs and from upstairs have been removed,
- the plank flooring downstairs has been partially removed,
- doors in the property are either not attached or do not fit,
- molding has been removed,
- the subject rental property has been painted and the paint has bled onto the ceiling in some places or does not make it to the ceiling in others,
- a door has a hole in it,
- a hypodermic needle full of a liquid is located next to the bathtub, and
- the subject rental property is in evidence disrepair.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

it would be unreasonable, or unfair to the landlord, the tenant 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.

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 the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

I accept all of the undisputed testimony and evidence provided by the landlords. I find that the tenant has showed a complete disregard for the condition of the subject rental property and has caused significant damage by removing the flooring, damaging the moulding, damaging the kitchen, installing sinks without the landlord's authorization, changing the doors and damaging a door.

I find that the above actions of the tenant has put and continues to put the landlords' property at significant risk of damage. I find that the tenant's continued habitation of the subject rental property continues to put the landlords' property at significant risk of damage as the tenant's conduct shows a ongoing pattern of destruction of property.

I find that the removal of fire alarms increases the risk of harm to occupants of the subject rental property and other tenants of the subject rental building because they may not be alerted to a fire which could result in injury or death. Pursuant to my above

findings, I find that the removal of fire alarms from the subject rental property has seriously jeopardized the health and safety of other tenants in the subject rental building and occupants of the subject rental property.

I find that it would be unfair and unreasonable for the landlords to have to wait for a notice to end the tenancy under section 47 of the *Act* because the longer the tenant resides in the unit, the greater the damage the tenant can inflict upon the unit and because the lack of fire alarms puts other occupants and tenants in jeopardy. Pursuant to my above findings and section 56 of the *Act*, I award the landlords a two-day Order of Possession.

As the landlords were successful in this application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the landlords effective **two days after service on the tenant**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a Monetary Order to the landlords in the amount of \$100.00.

The landlords are provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: July 15, 2021

Residential Tenancy Branch