



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET**

Introduction

This is an application by the landlord to end the tenancy early by way of an expedited hearing and seeking;

- an order of possession for the subject residential property

The landlord attended the hearing represented by MO. The tenant attended represented by CH. All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions under oath.

The hearing was conducted by conference call. The parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

I confirmed service of the hearing package with the tenant and no issues arose.

Issue(s) to be Decided

1. Is the landlord entitled to an order ending the tenancy early?

Background and Evidence

The landlord advised that the tenancy commenced on May 1, 2018, on a month-to-month basis. Rent is \$375.00 per month and the landlord holds a security deposit of \$187.50 and a pet deposit of \$187.50 in trust. The tenant still occupies the residence. The tenant initially disputed that there was a tenancy, however he agreed that he occupied the rental property and rent was paid to the landlord on his behalf by the government on a monthly basis. He agreed that he has occupied the residence since May 1, 2018.

The landlord stated that she has received complaints from the neighbours regarding the tenant's verbally abusive behaviour. She also referenced a specific recent complaint from the tenant's neighbour regarding an incident approximately two weeks ago where the tenant attempted to run over the neighbour with his vehicle. She also referenced dated complaints from the city respecting excessive garbage outside the residence as well as complaints from the strata, including one on September 8, 2022, complaining about the state of the rental property.

The landlord stated that the garbage outside the residence was attracting rodents and rotting fruit that had dropped from the fruit trees had attracted significant numbers of wasps. She produced photos in evidence showing the outside of the residence with piles of garbage and debris.

The landlord stated that the tenant had changed the locks on the rental property and had removed the doorknob, so she was unable to gain access to the residence. However, she stated when she had been in the residence, she noted that a wall had been removed, panelling had been removed, light fixtures had been dismantled and there was black mold on the windows. She also produced photos of the front door showing graffiti spraypainted on it. She also produced a text message from a neighbour sent September 6, 2022, with photos depicting a large amount of garbage piled next to the rental property. She stated that it was her belief that the residence is no longer habitable.

The tenant stated that the garbage both inside and outside the property has been largely cleaned up, and he denied the incident with the neighbours in his vehicle. He stated that the door still had a handle and locks and that they were the same ones that were there when he moved in.

Analysis

Section 56 of the Act states in part:

- 56** (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.

The landlord provided significant photographic evidence as well as verbal testimony regarding the debris and garbage on the rental property. She also supplied text messages from neighbours complaining about the state of the property. Her oral evidence also described very significant damage to the interior of the residence. Significantly, the photo of the front door of the residential property shows not only graffiti, but it shows that the door handle is removed.

The tenant did not dispute the garbage and debris but stated it had been cleaned up. He provided no evidence in support of his statements and did not speak to the damage inside the residence. His statement that the door still had a handle is in direct contrast to the photo provided by the landlord. I therefore prefer the evidence of the landlord on these points and I find that the tenant caused extraordinary damage to the interior of the residential property and has put the landlord's property at significant risk.

The photos of the outside of the property also show extraordinary damage to the property, specifically spray paint, and removal of the door handle. Removing a door handle thus preventing entry into the rental property poses a significant safety risk to persons in the residence and also prevented the landlord from accessing the rental property.

I further find that the large amount of garbage and debris outside the residence imminently jeopardized health and safety risk to the neighbouring occupants. The garbage attracted rodents and other pests. The rental property itself has been described as uninhabitable, also posing an imminent safety risk to anyone who has a need to enter the property. Given the immediate and ongoing risk to the other occupants of the neighbouring property it would be unreasonable to require the landlord to wait for a notice to end tenancy to take effect under section 47. The removal of the door handle thus preventing the landlord from exercising her rights of entry under the Act is unfair to the landlord as she has no ability to enter and inspect the condition of the premises upon giving the tenant notice to do so.

I find that the landlord is entitled to an order of possession for the rental property on an expedited basis.

Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: November 02, 2022

Residential Tenancy Branch