

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession.

The hearing was conducted via teleconference and was attended by two agents for the landlord only. The tenant did not attend.

The landlord's agent testified the notice of this hearing package was served to the tenant by taped it to the door of the rental unit in accordance with Section 89 of the *Residential Tenancy Act (Act)* on June 28, 2010.

Section 90 of the *Act* deems documents served in such a manner to be received by the tenant on the 3rd day after attaching it to the door. I accept the landlord's testimony and find the tenant has been sufficiently served for the purposes of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 56, 67, and 72 of the *Act*.

Background and Evidence

The landlord's agent provided testimony that the local police conducted a search of the rental property and removed illegal drugs and a firearm from the unit on June 1, 2010. The landlord submitted a copy of a newspaper article outlining that a search and arrests had been made at a residence on the same street as this rental unit.

The agent also testified that they had confirmation from the local electrical utility company that the electricity has been turn off on the property and that the two agents attended the rental unit and discovered the tenant connected the rental unit to a generator in such a manner that has created a fire hazard and danger to anyone conducting electrical work on the residence right up to the connection to the grid.

As a result of this improper connection, the agent contends the landlord's property is at significant risk for fire, and since the water system is controlled by an electric pump the ability to save the rental unit should a fire breakout is compromised.

In addition the agent has confirmed this connection has put the landlord's insurance at risk of cancellation.

Analysis

Section 56(2) of the *Act* stipulates a landlord may end a tenancy if a tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk. Based on the testimony provided by the agent, I find the landlord's property at significant risk of fire and loss of insurance.

The section goes on to say that the landlord may end the tenancy earlier than the tenancy would end if a notice to end tenancy were given under Section 47, if once establishing there is cause to end the tenancy it would be unreasonable or unfair to the landlord to wait for such a notice to take effect.

Based on the testimony from the landlord's agent, including noting the current fire hazard and outside temperatures in the area of the property, I find the landlord has provided sufficient justification to end the tenancy pursuant to Section 56.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **immediately after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in satisfaction of this claim.

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 08, 2010.

Dispute Resolution Officer