



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession. The tenant did not attend this hearing, although I waited until 11:23 a.m. in order to enable him to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord's property manager (the landlord) testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on November 9, 2011. She provided a Canada Post Tracking Number to confirm this mailing. I am satisfied that the landlord served the tenant this package in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

This periodic tenancy commenced on April 1, 2011. The monthly rent is set at \$775.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$387.50 security deposit paid in late March 2011.

The landlord testified that the application for an early end to this tenancy is based on serious concerns that the landlord has for the safety of the landlord's tenants and building. She and the landlord's on-site manager testified that this tenancy has been characterized by a disregard for the rights of others who live in this 33 unit building and a nearby building that is between 15 and 20 feet from this building.

The issue of particular concern for the landlord is the tenant's recent pattern of letting off fireworks inside the rental unit and on the balcony of the rental unit. The two landlord representatives testified that there were reports that the fireworks caused a fire inside the rental unit when a curtain caught fire. They provided a chronology of occurrences dating from October 30, 2011 until November 5, 2011. During this period, the landlord identified 16 separate incidents, many of which led to repeated visits by the police to the rental unit. Some of these incidents included loud yelling, swearing, fights, the loud playing of music, damage to the rental property and repeated fireworks usage from this

rental unit. Eight of these incidents led to police attending the property, most of which were to deal with reports of fireworks being used from this rental unit. The landlord and the on-site manager testified that the police confiscated fireworks on a number of these visits, but the tenant and his guests continued to bring additional fireworks to the premises after the police departed. On one occasion, they testified that a tenant in the adjacent building reported that fireworks shot from the tenant's balcony entered an open door in his rental unit causing serious safety and fire concerns.

The landlord submitted eight letters from tenants who expressed concerns about the actions of the tenant and those visiting or staying with him. Many of these letters voiced safety concerns about the fireworks explosions and the fire hazard presented by the tenant. One of these tenants participated in the hearing and confirmed that the disruption caused by the tenant and his guests at all hours of the day is of great concern to the residents in this building. The two landlord's representatives expressed fear that the tenant's disregard for fire safety issues may lead to a serious fire in this building and jeopardizes the safety of those living in this building. Those appearing on the landlord's behalf testified that the current situation caused by the tenant must be addressed immediately and cannot wait for the issuance of a 1 Month Notice to End Tenancy for Cause (a 1 Month Notice). The landlord said that she had to hire a private security firm in the interim to monitor the activities of those in the tenant's rental unit .

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 1 Month Notice, only if I am satisfied that, among other matters, the tenant has engaged in 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 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."

Based on the evidence of the landlord I find that since this tenancy began there have been ongoing problems with loud music, yelling and noise, and objectionable behaviour at late hours in this rental unit. I find that despite warnings the tenant has not curtailed his behaviour and those of his guests. While these incidents may call for the issuance of a 1 Month Notice, I find that the most recent incidents involving the use of fireworks in and from the tenant's rental unit has raised the conduct to a new level that cause serious fire safety concerns for the landlord and other tenants in this multi-family building. I therefore find that it would be unreasonable and unfair to the landlord and

the other tenants in this building to wait for a notice to end tenancy for cause to take effect.

Conclusion

I allow the landlord's application to end this tenancy early and grant the landlord an Order of Possession to take effect within 24 hours of service of this Order to the tenant. Should the tenant(s) or anyone on the premises fail to comply with this Order, this Order may be filed 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 17, 2011

Residential Tenancy Branch