



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: ET, FF

Introduction:

This is the Landlord's application for an early end to the tenancy and an Order of Possession; and to recover the cost of the filing fee from the Tenant.

The Landlord and her agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that on November 3, 2011, in the afternoon, he attended at the rental unit and handed the Notice of Hearing documents and copies of the Landlord's evidence to the Tenant. The Landlord was present and witnessed the service of the documents upon the Tenant. The Landlord's agent further testified that he provided the Tenant's caregiver with a copy of the documents and was hopeful that she would attend the Hearing.

Based on the Landlord's agent's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(a) of the Act. Despite being served with the documents, neither the Tenant nor his caregiver signed into the teleconference and the Hearing continued in the Tenant's absence.

Issue to be Determined:

Has the Landlord show that there is cause to end this tenancy and that it would be unreasonable or unfair to wait for a one month Notice to End Tenancy under the *Act* to take effect?

Background and Evidence:

The parties entered into a tenancy agreement on September 30, 2011. A copy of the tenancy agreement was provided in evidence. This is a month-to-month tenancy. Monthly rent is \$580.00, due on the first day of each month. The Tenant paid a security deposit on September 30, 2011, in the amount of \$290.00.

The Landlord's agent testified that on October 30, 2011, another occupant in the rental property saw the Tenant tampering with the electrical outlets in the common areas. A copy of the occupant's written statement was provided in evidence. The Landlord's agent stated that the Tenant has also tampered with the fire alarm; emergency lights; and fire hose. The Landlord's agent testified that before the Tenant moved into the rental property, everything was quiet. Since the Tenant moved in, a number of strange things have been occurring in and around the common areas: grease smeared on paintings and glass; the timer for the hall fan left open; a cover was removed from the back entrance light and the light was broken; a pole was wedged against the back door; an "apartment for rent" sign was removed from the front window; an open can of tuna was left on the hall stairway; pictures have been removed from walls and placed elsewhere in the building; a picture was re-hung upside down; and the Tenant has left his garbage on another occupant's balcony. The Landlord provided photographs in support of this testimony.

The Landlord's agent testified that when he served the Tenant with the Notice of Hearing documents, the Tenant gave the Landlord a live bullet and a 25 cent coin that had been cut with a sharp instrument and told the Landlord's agent that these were for him. The Landlord's agent stated that the Tenant was not violent or aggressive, but that he is behaving very oddly and tampering with the electrical systems and the safety equipment. The Landlord's agent stated that he is concerned for the safety of other occupants in the event of an electrical fire. The Landlord's agent testified that the rental property is a wooden structure, built in the 1950s or 60s. Some of the occupants are elderly or infirm and could not leave the building quickly or easily in case of fire. The Landlord's agent testified that he has to check the emergency system every morning and often has to plug it back in.

Analysis:

In making an application for an early end to this tenancy the Landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at significant risk, and by proving that it would be unreasonable or unfair to the Landlord or other occupants to wait for a one month Notice to End Tenancy for cause under Section 47 of the *Act* to take effect.

I find that the Tenant has placed the Landlord's property at significant risk. The Tenant is displaying odd and unpredictable behaviour, including tampering with fire safety equipment. Based on the undisputed affirmed testimony and evidence of the Landlord and her agent, I am satisfied that the Landlord has proven that there is cause to end the

tenancy and that it would be unreasonable or unfair to the Landlord and the other occupants to wait for a one month Notice to End Tenancy for cause to take effect. I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order upon the Tenant.**

The Landlord has been successful in her application and is entitled to recover the cost of the filing fee from the Tenant. Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct \$50.00 from the security deposit.

Conclusion:

I hereby provide the Landlord an Order of Possession **effective two days from service of the Order upon the Tenant.** This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord may deduct \$50.00 from the security deposit, representing recovery of the cost of filing her application.

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 18, 2011.

Residential Tenancy Branch