



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the landlord for an order ending this tenancy early. Despite having been personally served with the application for dispute resolution and notice of hearing on April 2, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should this tenancy end without the notice generally required under the Act?

Background and Evidence

The landlord's undisputed evidence is as follows. The rental unit is an apartment in a multi-story building. On or about March 12, 2014, the tenant set off the sprinkler system by using a blow torch in the rental unit. The tenant explained that he was using a torch to create a torched sugar topping on crème brûlée. More than \$5,000.00 in property damage resulted from the incident.

The landlord's agents testified that upon learning of the total property damage, they spoke to the tenant to advise him of the amount for which he was liable. During that visit, the tenant seemed as though he was under the influence of drugs and during the discussion showed the agents a blow torch which he insisted on lighting despite the agents' demand that he not do so. The agents described the tenant's behaviour as reckless and confrontational.

The agents further testified that when the flooring in the rental unit was being replaced, the tradesmen reported that they found a pipe used for smoking methamphetamines. They further testified that the tenant admitted that he had 2 blow torches, one which emits a 5"-6" flame and another which is a 14" tip attached to a propane tank.

Analysis

To end a tenancy for cause, a landlord is usually required to issue a one month notice to end tenancy. In order to establish entitlement to end the tenancy earlier than a one month notice

would take effect, section 56 of the Act requires the landlord to prove not only that they have cause to end the tenancy, but that it would be unreasonable or unfair to the landlord or other occupants to wait for a one month notice to end tenancy to take effect.

In this case, the tenant has already caused significant property damage through the irresponsible use of a blow torch and I find that he does not appear to appreciate the dangers posed by the use of blowtorches indoors. While the sprinklers may have begun as a result of using a blow torch to prepare a dessert, the evidence of the landlord has persuaded me that it is more likely than not that the tenant has acted recklessly with the blowtorches and is likely to continue doing so as he does not appear to appreciate the significant risks associated with those devices.

I find that the tenant has placed the landlord's property at significant risk and that the landlord has cause to end the tenancy. I find that it would be unfair to force the landlord to wait for a one month notice to end tenancy to take effect and I order that the tenancy end early. I grant the landlord an order of possession which is effective 2 days after service. The tenant must be served on the tenant and may be enforced through the Supreme Court should the tenant not comply with the order.

As the landlord has been successful in their application, I find that they should recover the filing fee paid to bring the application and I award them \$50.00. The landlord may deduct this sum from the \$874.50 security deposit and should deal with the \$824.50 balance of the deposit in accordance with the Act after the tenancy ends.

Conclusion

The landlord is granted an order of possession and will deduct \$50.00 from the security deposit.

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: April 15, 2014

Residential Tenancy Branch

