



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brighton Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened in response to an application by the Landlord for an early end of tenancy and an Order of Possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). The Landlord also applies for recovery of the filing fee. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by posting them on the door in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on September 23, 2013. Rent of \$900.00 is payable monthly. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit.

The Landlord states that in early March 2014 the Tenant dismantled a light fixture in the parking area and wired an extension cord to the lighting wires in order to bring electricity to a battery charger. The Landlord states that upon discovering the wiring, the Landlord removed the cord and in the process received an electrical jolt. The Landlord states that the Tenant had crossed the wiring when attaching the cord which left the safety

hazard. The Landlord states that despite being told not to connect the electrical cord in this manner, the Tenant repeated this wiring process two more times, the last incident occurring on March 25, 2014. The Landlord states that the Tenant has also left a trailer in the parking area with flammable materials such as lawn mowers containing gas and a gas can containing a small amount of flammable material. The Landlord states that the Tenant refused to remove the trailer so the Landlord removed it. The Landlord states that the Tenant has been making vehicle repairs in the parking area allowing flammable oil based materials to leak on the floor. The Landlord states that this is a fire hazard. The Landlord states that the Tenant uses foul language when told about the problems. The Landlord states that given the risk in relation to the rewiring and allowing flammable materials to drain, the Landlord requires an immediate end of the tenancy.

Analysis

Section 56 of the Act provides that a landlord may make an application to end a tenancy earlier than it would end if the landlord issued a 1 Month Notice to End Tenancy for Cause and obtain an Order of Possession in certain circumstances. It is not necessary for the landlord to issue a 1 Month Notice; however, the landlord must show that:

- (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.

Upon consideration of the undisputed evidence before me, I am satisfied that the Landlord faces serious jeopardy and significant risk to the building and other tenants due to the Tenant's activities. Given the repeated acts of the Tenant despite the warnings, I also find that it would be unreasonable or unfair to the Landlord to wait for a 1 Month Notice to take effect. Accordingly, I find that the Landlord is entitled to an Order of Possession. The tenancy therefore ends and the Tenant must vacate the rental unit two (2) days after service of the Order of Possession provided to the Landlord with this decision. As the Landlord has been successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee and I order the Landlord to deduct this amount from the security deposit.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. I order the Landlord to deduct \$50.00 from the security deposit in full satisfaction of the 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: April 09, 2014

Residential Tenancy Branch

