



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 723 FIELD STREET HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This is the Landlord's Application for Dispute Resolution, seeking orders to end the tenancy early and be granted an order of possession.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

Is the landlord entitled to end tenancy early and obtain an order of possession?

### Background and Evidence

The tenancy began approximately 20 years ago.

The landlord testified that on December 18, 2013, the company purchased the property in a distressed state and out of the courts. The landlord stated there had been various illegal constructions and stop works orders placed on the property in the past few years, prior to his purchase of the building.

The landlord testified upon further assessment of the property they discovered the property was in far worse shape than they originally expected as the previous owner had opened up fire breaks putting the existing tenants and building in harm's way.

The landlord testified they immediately issued eviction notices to all the renters to empty and secure the property. The landlord stated the tenant fought the first eviction notice and the notice to end tenancy was dismissed at a hearing as the landlord had not provided sufficient evidence to support the notice.

The landlord testified that they issued a new 2 Month Notice to End Tenancy for

Landlord's Use of Property after that hearing and the tenant applied to dispute the 2 Month Notice, that matter has been scheduled for April 28, 2014. But in the circumstances the landlord claims an early end to tenancy is required.

The landlord testified that the permit they received by the city in February 2014, authorized them to "Strip out" all 28 rental units, which includes the tenants. Filed in evidence is a copy of the permit issued by the city.

The landlord testified that since the previous hearing the tenant remains the only occupant in the building and this puts the landlord property at significant risk and is interfering with their right and obligations to maintain and make repairs.

The landlord testified that there are only two fire doors in the building as the other 27 units have had their exterior doors removed because they are being "stripped out".

The landlord testified that the fire system is not functional and the fire department has stated that nobody should be living in the building during the time of the renovation as it puts both the property and the tenant at serious risk. Filed in evidence is an email from the Lieutenant Fire Inspector – Investigator that supports this.

The landlord testified that the building has also been recently broken into by unauthorized parties and further damage to the fire exits was caused by smashing the lit signs. The landlord stated he is unable to secure the exits because the tenant remains in the building.

The tenant testified that he thought he was entitled to receive six months compensation from the landlord for receiving a notice to end tenancy.

The tenant testified that he does not disagree with the state of the building, but believes it's his choice to remain in the building as should a fire occur and something should happen to him, such as death, then no one should be concerned or feel guilty as it was a choice he made to remain in the building. The tenant lives on the third floor of the building.

The tenant testified that he is not concerned of a fire or a break in, as nothing has happened yet that he has witnessed.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant was initially served with a 2 Month Notice to End Tenancy for Landlord's use of Property, and that notice was dismissed as the landlord had failed to provide sufficient evidence. I note, the tenant seeks to receive six months

compensation, however, under the Act the tenant is only entitled to receive one month's compensation for receiving the 2 Month Notice to End Tenancy, which he has received.

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, the landlord has had a city permit since February 12, 2014, which allows him to "strip out" all 28 units, including the tenants. The tenant has been aware of this permit and in fact has been the only occupant residing in the building for an extended period of time. All other renters vacated the building based on a 2 Month Notice Notices to End Tenancy for Landlord's Use of Property that were issued in December 2013.

The email from the fire department indicated that it is in the best interest of the building and the tenant to be vacant during the renovation, which the renovation has commenced on 27 of the 28 rental units. The fire department has further indicated that by the tenant remaining in the building this makes the building more vulnerable to access issues which create a higher fire risk. They also stated that the upgrades during the renovation compromise the fires protection system and is a serious life and safety risk.

Based on the above, and on the balance of probability, I find the tenant has seriously jeopardized the landlord's lawful right or interest of the property, by remaining in the rental unit and this action has placed the landlord's property at serious risk, as the landlord cannot secure the property for fire protection or vandalism with the tenant remaining. Based on this conclusion, I find that the landlord has established sufficient cause to end this tenancy.

I have also considered whether it would be unreasonable or unfair to the landlord to wait for a one month notice to end tenancy to take effect. I find it would be unreasonable to wait for a one month notice to end tenancy to take effect, when both the landlord's property is a significant risk and most important the safety of the tenant is at risk. I grant the landlord's application to end this tenancy early.

Therefore, I grant the landlord an order of possession effective **two (2) days** after it is served upon the tenant. This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court.

Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted. The landlord is granted an order of possession.

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

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Residential Tenancy Branch

