



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: ET

Introduction:

This is the Landlord's application for an early end to the tenancy and an Order of Possession.

The Landlord and his agent CM gave affirmed testimony at the Hearing.

The Landlord testified that on September 26, 2014, he mailed the Notice of Hearing Documents and copies of his preliminary package of documentary evidence (which was provided to the Residential Tenancy Branch on September 29, 2014, by registered mail to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number.

The Landlord provided a supplementary evidence package to the Residential Tenancy Branch on October 2, 2014, but did not serve the Tenant with this package. I explained to the Landlord that I could not consider documentary evidence that was not served on the Tenant, but that I would take his affirmed testimony with respect to its contents.

Based on the Landlord's affirmed testimony and documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of the Landlord's preliminary documentary evidence in accordance with the provisions of Section 89(1)(c) of the Act. Section 90 of the Act deems service in this manner to be effective 5 days after mailing the documents. Despite being deemed served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in her absence. The teleconference remained open for 30 minutes.

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 Landlord testified that he issued a One Month Notice to End Tenancy for Cause on September 3, 2014 (the "Notice"). He stated that he served the Tenant with the Notice by hand with a witness, on September 3, 2104, at the rental unit.

The Landlord testified that at around midnight, September 3, 2014, he got a call from other occupants in the rental property that the Tenant had started a large fire in the fire pit outside the rental property and that she was drunk. The Landlord testified that on September 4, 2014, the Landlord's agent CM's car was vandalized by putting sugar in the gas tank. He testified that the Tenant admitted to him that she had put the sugar in CM's gas tank and that the Tenant had threatened to "burn the place down". The Landlord believes that the Tenant did these things to intimidate him and other occupants at the rental property, in retaliation for being served with the Notice.

The Landlord stated that the Tenant has sent him texts indicating that she will leave if he gives her \$50,000.00. He stated that the Tenant has told him that she is going to fight being evicted and that she is going to cost him a lot of money.

The Landlord's agent CM testified that she saw the Tenant burning wood, cardboard, and "whatever she could find" on the evening of September 3, 2014. CM stated that she was frightened because the flames were "around 5 feet tall" and there was a lot of smoke. CM stated that the Tenant was very drunk and was staggering. CM stated that the Tenant left the fire unattended and so she went down to put the fire out. CM testified that the Tenant came back and was upset that she had put the fire out, and that the Tenant threatened her. CM stated that the next day, she and her husband were going on an errand that their car stalled shortly after they started it. CM stated that after the car stalled, they noticed sugar on the ground and around the opening to the gas tank.

The Landlord stated that there are two hot water tanks that service the units in the rental property. He stated that the Tenant left her hot water running for 24 hours, which depleted the hot water tanks in the rental property causing inconvenience to the other occupants. He stated that she also turned the gas off to the dryer. The Landlord mentioned other annoying, but non-serious, allegations with respect to the Tenant's behaviour.

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 am not satisfied that the act of purposefully depleting the hot water to the rental property and turning off the gas to the clothes dryer is cause to end the tenancy early. It *may* be cause to end this tenancy pursuant to section 47 of the Act; however, I do not find it is unfair or unreasonable for a one month Notice to End Tenancy to take effect with respect to these issues.

However, based on the undisputed affirmed testimony and evidence of the Landlord and his agent, and on the balance of probabilities, I am satisfied that the Landlord has shown that there is cause to end the tenancy and that it would be unreasonable or unfair to the Landlord and the other occupants in the rental property to wait for a one month Notice to End Tenancy for cause to take effect. By starting a dangerous fire while under the influence of alcohol, I find that the Tenant has unreasonably disturbed the occupants, seriously jeopardized the health and safety of the occupants of the rental property, and put the Landlord's property at significant risk. I also accept that the Tenant has threatened the Landlord and the Landlord's agent.

Therefore, I hereby provide the Landlord with an Order of Possession **effective 6:00 p.m., October 15, 2014.**

Conclusion

I hereby provide the Landlord with an Order of **effective 6:00 p.m., October 15, 2014.** This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: October 15, 2014

Residential Tenancy Branch

