



# Dispute Resolution Services

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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 the Landlord's Application for Dispute Resolution, seeking to end a tenancy earlier than if a Notice to End Tenancy had been given and to obtain an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the "Act") and to recover the filing fee for the Application.

Only the Agents for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent "E.M." testified that on September 23, 2015, she and another Agent for the Landlord, and the police, attended the rental unit to serve the Tenant with the Notice of Hearing and their Application. E.M. testified she personally saw an Agent for the Landlord serve the Tenant with these documents. She further testified that the police had to attend during the service process, as the Agents for the Landlord had become fearful of the Tenant. The Tenant did not attend the hearing today; however, I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

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

### Background and Evidence

The Agents for the Landlord testified that on September 21, 2015, the Tenant placed a sofa chair, cushions, containers and blankets and other items (collectively the "Furniture"), in a hall blocking a fire exit door.

Around this time a fire alarm was pulled in the building and the fire department attended the rental unit building.

The fire department discovered the Furniture blocking the door and instructed the Tenant to move the Furniture. According to the testimony of the Agents for the Landlord the Tenant agreed to remove this Furniture.

The fire department issued a Notice of Violation to the Landlord as the, "... means of egress and access to exits..." was not clear and free of obstructions. A copy of this violation notice was entered in evidence.

The Agents for the Landlord testified that no one could have exited through this door unless they were to move this Furniture. They explained this would be difficult if there were a real fire, since the smoke and Furniture would prevent occupants from exiting.

Shortly after this first incident, the Tenant confronted A.D.L., an Agent for the Landlord, in the lobby of the building. The Tenant was yelling and swearing at A.D.L. and threatening to kick him. An occupant of the building, another renter, intervened and stopped the Tenant. In evidence is a letter from this occupant, who states the Tenant was trying to beat up A.D.L., but they stopped the altercation.

A.D.L. testified that he is fearful of the Tenant who has become very aggressive, confrontational and threatening. Both Agents for the Landlord testified that they were fearful of the Tenant and his aggressive, threatening behaviour, and that is why they asked the police to attend the rental unit to keep the peace while they served the Tenant with the Notice of this hearing and their other documents.

Approximately two hours after the first incident the fire alarm was set off again and the fire department returned to the rental unit. The Furniture had not been removed from the hallway blocking the fire exit door. The fire department again talked with the Tenant who refused to move the Furniture. The fire department advised the Agents for the Landlord to contact the police to help them deal with the Tenant.

With the help of another occupant, the Agents for the Landlord removed the Tenant's Furniture to the parking area of the building.

Around this time, the Tenant's girlfriend also confronted A.D.L. in the lobby of the building and was swearing and yelling at him. When the Agent told her he would call the police the girlfriend returned to the rental unit.

According to the Agent's testimony, the Tenant is alleging the Furniture has bed bugs. E.M. testified that they had a pest control company attend the rental unit and they reported no findings of bed bugs. The Agents for the Landlord also alleged that the Tenant may be consuming drugs.

Later that morning the Agents for the Landlord discovered the lights in the staircases had been broken. They allege the Tenant did this.

### Analysis

Based on the foregoing, the uncontradicted evidence and testimony, and on a balance of probabilities, I find and I am satisfied that the Tenant, or a person permitted on the residential property by the Tenant, has seriously jeopardized the health and safety of other occupants at the building, and has seriously interfered with and unreasonably disturbed the Landlord's Agent at the property.

Based on the above, I find the Tenant placed items in front of a fire exit that would seriously affect the ability of anyone, during a fire or other incident, to safely exit the building.

Furthermore, based on the above, I find the Tenant threatened an Agent of the Landlord with physical harm, and this has seriously jeopardized the safety of the Agent and the lawful right of the Landlord to conduct business at the rental unit building.

Finally, I find and I am satisfied that it would be unreasonable and unfair to the Landlord or the other occupants to wait for a notice to end tenancy under section 47.

For these reasons I find the Landlord is entitled to end the tenancy early and obtain an Order of Possession.

During the hearing the Agent further testified that the Tenant has failed to pay rent for approximately three months and that the October 2015 rent has not been paid.

Given all these circumstances, I find the tenancy must end immediately.

Therefore, pursuant to section 56 of the Act, I grant the Landlord an order of possession for the rental unit effective at **1:00 p.m. on October 22, 2015**, and I grant and issue the order in this form.

This order may be enforced through the British Columbia Supreme Court.

I also find the Landlord is entitled to recover the filing fee for the Application. I grant the Landlord a monetary order for **\$50.00**, and the Landlord may withhold \$50.00 from any security deposit held to satisfy this order.

### Conclusion

I find the Tenant has placed items in front of a fire exit and has threatened an employee of the Landlord. The Landlord is required to protect the interests of their employees and the occupants of the rental unit building. The actions of the Tenant constitute a significant interference and a serious jeopardy to the safety and rights of the Landlord and the occupants of the building.

Pursuant to section 56 of the Act, I grant an order of possession effective at **1:00 p.m. October 22, 2015**. I also order the Tenant to pay the Landlord \$50.00 for the cost of the filing fee for the Application. The Landlord is granted an order for \$50.00 and they may retain \$50.00 from any security deposit held.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 21, 2015

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Residential Tenancy Branch

