



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on June 21, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Tenant was served with the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, by attaching a copy to the door of the rental property on June 22, 2017. According to the written submissions of the Landlord, service was witnessed by C.K. and C.T. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received three days later. I find the Landlord's Application package is deemed to have been received by the Tenant on June 25, 2017.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord purchased the rental property from the Tenant on or about March 31, 2017. According to the Landlord, there was a "handshake agreement" that permitted the Tenant to remain on the rental property for three months to clean it up. Depending on the progress made during the cleanup, the Tenant may be permitted to stay for an additional length of time, to be

determined. If the cleanup was not performed as expected, the Tenant would forfeit a holdback agreed to as part of the sale of the property. In any event, rent in the amount of \$2,000.00 per month is due on the first day of each month. The Tenant did not pay a security deposit or a pet damage deposit.

The Landlord sought an order ending the tenancy early. He testified that the Tenant's actions have created a fire hazard and jeopardized his insurance policy. First, he testified that the Tenant smokes in the rental unit, despite being advised that doing so would invalidate the Landlord's insurance.

Second, the Landlord testified the Tenant keeps a 100 lb. propane tank in the rental unit that is situated beside a propane heater. A photograph was submitted in support.

Third, the Landlord testified the Tenant has run multiple – as many as 15 – extension cords to trailers on the rental property. The trailers are occupied by individuals unknown to the Landlord. Some of the extension cords are strung in series. Photographs of the extension cords and trailers were provided in support.

Fourth, the Landlord testified that the Tenant has replaced breakers in the rental property with high capacity breakers, to deal with the higher load caused by the extension cords. A photograph of the panel was provided in support. The Landlord advised that he has previously had to deal with issues caused by overloaded electrical panels and is concerned about this.

Fifth, the Landlord testified that 28 gas cans have been stored in a pile beside the house. A photograph was provided in support. He stated that the number of gas cans has increased since the photographs relied upon were taken.

Sixth, the Landlord testified that the condition of the inside of the rental property itself is a hazard. Photographs depicting the Tenant's belongings throughout the house, clutters, and debris, were provided in support.

Out of concern for the safety concerns posed by the above, the Landlord testified he asked M.B., the Acting Captain of the local fire service, to attend the property to inspect it. The Acting Captain attended the rental property on June 27, 2017. A copy of a letter provided by the Acting Captain following the inspection was submitted with the Landlord's documentary evidence. In it, a propane tank located next to a fire place was noted. In addition, it was documented that the home was full of materials and possessions, causing narrow pathways through the house. In addition, the use of numerous extension cords was observed. The Acting Captain also indicated that others located on the property were asked not to smoke because of "the large amount of debris, wood material, fuel on the ground and in containers thru the property." He stated his "belief that there are further safety issues or ones that I could not observe due to the

extreme volume of debris and that caution should be exercised when going onto the property until it is cleaned up and the sooner this happens the better.”

The Tenant did not attend the hearing to respond to or dispute the Landlord’s evidence.

Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2). This provision states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) *The tenant or a person permitted on the residential property by the tenant had 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.*

[Reproduced as written.]

In this case, I have no difficulty finding that the Tenant has put the Landlord's property at significant risk, and that it would be unreasonable to wait for a notice to end tenancy for cause to take effect. The Tenant has caused a number of fire hazards on the property, as summarized above. Accordingly, the Landlord is granted an order of possession, which will be effective one (1) day after service on the Tenant.

Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. The Landlord is granted a monetary order in the amount of \$100.00.

Conclusion

The Landlord is granted an order of possession, which will be effective one (1) day after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$100.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 14, 2017

Residential Tenancy Branch