



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIVERWALK VILLAS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** ET FF

### **Introduction**

This hearing was convened in response to the landlord's Application for Dispute Resolution dated March 05, 2018 seeking an Order ending the tenancy early and an Order of Possession, inclusive of the filing fee.

The hearing was conducted via teleconference and was attended solely by the landlord. I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord testified they provided the tenant with all of the evidence submitted to this proceeding. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The hearing proceeded on the merits of the landlord's burden to prove their application on balance of probabilities pursuant to requirements of Section 56 of the Act.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession pursuant to Section 56 of the Act?  
Is the landlord entitled to recover the filing fee?

### **Background and Evidence**

The following is undisputed by the parties. This tenancy started April 23, 2014. At the outset of the tenancy the landlord collected a security deposit in the amount of \$400.00 which they retain in trust. The rental unit is one of an abundance of other units of the overall residential property. On March 02, 2018 the landlord arrived at the rental unit and found the tenant and guests amongst others, amidst odour of *smoking*. The

landlord's attention was drawn to the unit as the audible fire alarm had been activated. The landlord's representative found the electrically *hard-wired heat detector* of the rental unit had been disconnected and removed from the ceiling and placed on the chair below the detector's location. The landlord also found the tenant had removed and disabled the *smoke detector* of the rental unit. The landlord testified that upon their removal the detectors triggered the fire alarm system as they are part of the building-wide fire suppression/detection grid. The landlord immediately attended to the replacement of the 2 detectors by a qualified contractor, for which the landlord provided an invoice. Following this event the landlord gave the tenant a 1 Month Notice to End tenancy for cause. The landlord testified of a history of issues with the tenant relating to smoking and smoking cannabis on the residential property.

### **Analysis**

**Section 56** of the *Act* allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1 Month Notice to End Tenancy for Cause, if the landlord has cause to end the tenancy; and, that 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 to become effective.

I have reflected upon the evidence in this matter. On preponderance of the evidence I find the landlord has established sufficient evidence the tenant caused the removal of 2 fire alert devices designed to prevent a potentially dangerous situation for all residents of the larger residential property. I find the landlord has provided sufficient evidence of conduct by the tenant which cannot but potentially seriously jeopardize the health, or safety of another occupant and in the process has significantly interfered with or unreasonably disturbed other occupants and the landlord of the residential property.

I also find that the circumstances in this matter establish that it would be unreasonable and unfair to the landlord and other occupants of the residential property to wait for a Notice to End tenancy issued under Section 47 to take effect.

As a result, I find that the tenancy will end. The landlord is entitled to an Order of Possession effective in accordance with my Order.

As the landlord has been successful in their application they are entitled to recover the filing fee.

### **Conclusion**

The landlord's application is granted.

**I grant** the landlord an Order of Possession effective **two days after service on the tenant**. This Order must be served on the tenant and, if necessary, may be filed in the Supreme Court and enforced as an Order of that Court.

**I Order** that the landlord may retain **\$100.00** from the tenant's security deposit in satisfaction of the filing fee.

**This Decision is final and binding.**

*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, 2018

---

Residential Tenancy Branch