



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      ET FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for an early end to the tenancy pursuant to section 56;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:50 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord testified that on November 19, 2019, she served copies of the Application for Dispute Resolution and Notice of Hearing by registered mail, by posting to the tenant's door and by serving a copy on the tenant's social worker as instructed in the application package. The landlord provided a registered mail receipt and proof of service signed by the tenant's social worker acknowledging receipt. The landlord testified that the social worker agreed to deliver the package to the tenant where is currently hospitalized.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

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

Is the landlord entitled to recover its filing fee?

### Background & Evidence

The tenancy for this apartment unit began on December 1, 2003, and the current monthly rent is \$1004.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$360.00 at the start of the tenancy.

The landlord L.S. and the building manager R.P. testified as follows:

- The tenant suffers from mental illness and has a history of being hospitalized.
- On Friday, November 8, 2019 R.P. received a call from another tenant regarding someone attempting to set a fire in a stairwell.
- R.P. discovered a can of lighter fluid and the police were called.
- Later that same day, R.P. was alerted by some passers by about a fire on the front lawn.
- R.P. discovered someone had set some papers on fire by a tree.
- R.P. put the fire out and discovered the papers had the tenant's name on them.
- At the same time there was a 3<sup>rd</sup> fire set at the back of the building which was discovered by the fire department as they arrived on scene.
- Two recycling bins had been set on fire at the back of the building.
- Later that day the front door of the building was also smashed with a rock.
- The tenant was arrested by the police over the weekend and has since been placed in a psychiatric hospital.

The landlord submitted pictures of the tree area and recycling bins with fire damage.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;

- put the landlord's property in significant risk;
- engaged in illegal activity that:
  - has caused or is likely to cause damage to the landlord's property;
  - 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
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a One Month Notice for cause to take effect.

I accept the landlord's undisputed testimony and supporting evidence and find the tenant has put the landlord, other occupants and the landlord's property in significant risk by attempting to set fire in or around the building.

In the circumstances I find it would be unreasonable, or unfair to the landlord to wait for a One Month Notice for cause to take effect.

Accordingly, I find that the landlord is entitled to an order for possession effective immediately after service on the tenant.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the tenant's security deposit.

### Conclusion

I grant an Order of Possession to the landlord effective **immediately** after service of this Order on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 05, 2019

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Residential Tenancy Branch