



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE JOHN HOWARD SOCIETY OF THE LOWER MAINLAND
and [tenant name suppressed to protect privacy]

DECISION

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Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56.

BM ("landlord") represented the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As the tenant confirmed receipt of the landlord's application and evidence package, which was personally served to him on January 28, 2020, I find the tenant duly served with the landlord's application and evidence in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession.

Background and Evidence

This month-to-month tenancy began on February 20, 2018, with monthly rent set at \$425.00, payable on the first of every month. The tenant paid a security deposit in the amount of \$212.50.

The landlord filed an application for an early end of this tenancy on an expedited basis due to the nature of the incidents that have taken place. The landlord testified that the tenant has put the landlord's property and other residents and occupants at risk by lighting fires inside his rental unit and on and around the landlord's property. The

landlord testified that the tenant has also tampered with fire safety devices such as fire extinguishers, and the electrical outlets inside his suite. The landlord had provided photos and videos of the tenant carrying burning items, transporting fire extinguishers, and damaged electrical outlets in their evidentiary materials. The landlord also provided copies of warning letters sent to the tenant, and an invoice from the fire safety company who attended to inspect the building and perform repairs on December 31, 2019 and in January 2020. The invoices noted that the panel lock was “badly damaged”, which was replaced, and they discovered that the buzzer for the tenant’s rental unit was disconnected and cover was missing. The contractor returned on January 14, 2020 to replace that buzzer. The landlord suffered a monetary loss of \$985.47 related to these issues.

The invoice was submitted, not to support a monetary claim, but the landlord’s concern that the tenant has tampered with the landlord’s property, and the actions of the tenant puts all residents and the building at significant risk.

The tenant admitted in the hearing that he had accessed the fire extinguishers, but only for the purposes of “testing them”. The tenant testified that upon testing the extinguishers, he found that they were not working, which he considered a serious fire hazard. The tenant admitted that this was not reported to the landlord. The landlord did not authorize the tenant to “test” the fire equipment, and noted in the hearing that if there was an issue that this should have been reported so that the appropriate company could be called.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if a notice to end the tenancy were given under section 47 for a landlord’s notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord’s property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord’s property;*

- *engaged in illegal activity that 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;*
- *engaged in illegal activity that 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, **and***

it would be unreasonable, or unfair to the landlord, the tenant 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.

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlord and other occupants, as well as put the landlord's property at significant risk in this multi-residential building. I find that the tenant was not authorized to "test" the fire extinguishers, and even after discovering that they were "not working", the tenant failed to inform the landlord despite the tenant's conclusion that this posed a serious fire hazard. As a fire, and lack of functioning fire safety devices, could seriously jeopardize the health and safety of all residents in this multi-dwelling complex, the tenant's actions are extremely concerning.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47" for cause to take effect. On this point, I find that the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate safety of all residents in the building.

The tenant attended the hearing, admitted to displacing the fire extinguishers from their designated locations without permission of the landlord, but did not provide much explanation other than that he was "testing" the fire safety equipment. I find that the landlord has provided sufficient evidence to support that the behaviour and actions of the tenant have caused the landlord and residents to become concerned about the safety of all those who reside there, which also impacts their right to quiet enjoyment of their residences. The main reason for the urgent nature of this application, though, is the potential for significant damage to this property combined with the immediate risk to

the safety of all residents. I find that the landlord has provided sufficient evidence to support all of this.

Under these circumstances, I find that it would be unreasonable and unfair to other tenants in the building and the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. I find that the landlord has provided sufficient evidence to warrant ending this tenancy early, and accordingly I issue a two day Order of Possession to the landlord.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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: February 7, 2020

Residential Tenancy Branch