



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARDENT PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on April 6, 2020, wherein the Landlord requested an early end to tenancy pursuant to section 56 as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 9:30 a.m. on May 1, 2020. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. The Landlord was represented by the property manager, W.M., and the Tenant was represented by A.R., a case manager.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and 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 early end to tenancy?
2. Should the Landlord recover the filing fee?

Background and Evidence

A copy of the residential tenancy agreement was provided in evidence and which indicated that this tenancy began on February 20, 2013. The Tenant is a society who in turn provides housing to their clients/occupants.

The Landlord sought an early end to tenancy due to the occupant, P., smoking in the rental unit. The Landlord issued a 1 Month Notice to End Tenancy on February 24, 2020, which provided the following details:

“the tenant has not succeeded in having the occupant cease smoking in the unit, even though it is clearly stated in the tenancy agreement, and in the addendum to the tenancy agreement, that smoking is not permitted. A letter dated July 29, 2019 requested that the smoking be stopped immediately. Of extreme concern is that the occupant has been drunk on each occasion that the current property manager has done an inspection, and there are long burns in the flooring indicating that cigarettes have been left to burn unattended. During the most recent inspection on February 24, 2020 at 10:00 AM, the tenant was smoking and drunk. There is flammable material strewn about the suite and ash trays are being emptied into a wicker basket. The lives of the other occupants in the building are at risk, as well as the building itself. To make matters even more dire, the occupant has removed the smoke detector, essential to alerting occupants of a fire. The missing smoke detector replaced last year, has just been replaced yet again. Albeit of lesser concern at this point, the unit flooring through has been damaged, and the unit is pungent with cigarette smoke.

The Tenant's representative conceded that they have not been able to stop P. from smoking in the rental unit. She also confirmed they were not opposing the Landlord's request for an early end to tenancy as they acknowledge the Tenant is putting the property and others at significant risk.

Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month Notice to End Tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy.

After consideration of the foregoing, the testimony of the parties as well as the documentary evidence filed, and on a balance of probabilities I find that the Tenant has significantly breached sections 28 and 29 of the *Act* by negatively affecting the quiet enjoyment and safety of other tenants by not preventing their client, P., from smoking in

the rental unit, allowing cigarettes to burn unattended and disabling the smoke detector. I find this has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and put the landlord's property at significant risk. I also find it would be unreasonable to wait for the effective date of a one month notice to end tenancy to take effect.

It is notable that the Tenant did not dispute the Landlord's testimony and evidence.

I therefore, I grant the Landlord's application to end this tenancy early.

Conclusion

The Landlord is granted an Order of Possession effective **immediately after service upon the Tenant**. The Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord is also entitled to recover the filing fee and may retain \$100.00 of the Tenant's security deposit.

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: May 01, 2020

Residential Tenancy Branch