



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause].

The landlord's agents (landlords) attended the hearing; however, the tenant did not attend.

The landlord submitted the tenant was served with the application for dispute resolution and Notice of Hearing by registered mail on May 7, 2020. The landlord provided the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. That number is listed on the style of cause page in this Decision.

I accept the landlord's evidence that the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the landlord and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of possession and to recover the filing fee?

Background and Evidence

The written tenancy agreement shows this tenancy began on November 1, 2018 and monthly rent was \$475 at the beginning of the tenancy.

In support of their application, the landlord submitted that the tenant has done at least one of the following:

- significantly jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; or
- put the landlord's property at significant risk.

The landlord's relevant evidence included a written statement, photos of the inside of the rental unit, and building incident reports concerning this tenancy.

The landlord submitted that the residential property is a building with 43 single occupancy rental units, designed to house people who are at risk of homelessness or who need affordable, supportive housing.

The landlord submitted that they filed this application as the tenant has caused his rental unit to become an extreme fire and safety risk.

The landlord submitted that a very dangerous fire took place in the rental unit on the evening of April 22, 2020, which posed a risk to the entire building.

The landlord submitted that the tenant's rental unit is a hoarding situation, with extreme clutter. In addition, the landlord submitted that the tenant has hung up tarpaulins and fabric had been draped down the walls, along the ceiling, and in the middle of the room, creating dividers.

The landlord said that the tarpaulins have prevented and will prevent the sensors on the fire alarm to engage promptly, meaning that a significant fire could break out without an alarm being sounded.

The landlord submitted that the cause of the April 22, 2020, fire was an item of clothing left draped over a lamp, catching fire.

The landlord submitted that in addition to the fire and safety risk, the tenant continues to change the lock to his door, without giving the landlord a key. In the event of another fire, the only access to the rental unit would be by an axe.

The landlord submitted that the tenant has refused to de-clutter his rental unit, and as such, his rental unit remains at a serious high risk for another fire, causing the other tenants' safety to be at risk.

Analysis

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the uncontradicted testimony and evidence of the landlord, I find that the landlord has met that burden.

I find the landlord submitted sufficient evidence that the condition of the rental unit creates a strong possibility of another fire. I accept the landlord's testimony and photographic evidence that the tarpaulins have blocked the sensors to the fire alarms. I therefore conclude that if the tenant's actions caused another fire, the fire could be quite large and uncontrollable by the time the fire alarms engaged.

I find it a reasonable conclusion that the rental unit could very well catch fire again and therefore, I find this situation also significantly jeopardizes the health or safety of the other occupants of the residential property.

Due to the above, I therefore find that the landlord has proven that the tenant has put the landlord's property at significant risk and significantly jeopardized the health or safety of the other occupants of the residential property.

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for the One Month Notice to End Tenancy to take effect, as I find without it, they are less likely to be able to preserve the property.

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

Conclusion

The landlord's application is successful. The tenancy ended this date, May 21, 2020.

The landlord is granted an order of possession effective two (2) days after service on the tenant. This order of possession granted pursuant to section 56 of the Act can be enforced under *Ministerial Order M089* issued March 30, 2020 pursuant to the State of Emergency declared on March 18, 2020.

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 21, 2020

Residential Tenancy Branch