



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management Incorporated and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      ET

### **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.

LR ("landlord") represented the landlord in this hearing. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution package and evidence on July 20, 2020 by way of posting the package on the tenant's door. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's Application and evidence on July 23, 2020, 3 days after posting. The tenant did not submit any written evidence for this hearing.

### **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 June 1, 2019, with monthly rent set at \$375.00, payable on the first of every month. The tenant paid a security deposit in the amount of \$187.50.

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 starting a fire in her closet on July 15, 2020. The tenant has also caused extensive damage to the rental unit, creating several large holes in her walls. The landlord provided photos in support of their application, as well as pages from a logbook documenting incidents that have taken place.

The landlord is concerned that the continuance of this tenancy will put the other residents, staff, and the building at risk.

## **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-unit building. I accept the undisputed testimony and evidence of the landlord to support that the tenant had started a fire in her rental unit, which could have seriously jeopardized the health and safety of all residents in this multi-dwelling complex. I also accept the landlord's testimony that this is not an isolated incident, and the tenant continues to participate in behaviour that has caused significant damage to her rental unit.

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.

I find that the landlord has provided sufficient evidence to support that the behaviour and actions of the tenant have caused the landlord, staff, and residents to become concerned about the safety of all those who reside and work there. 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: August 20, 2020

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Residential Tenancy Branch