



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ascent Real Estate Management  
Corporation and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

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

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant, the landlord's agent (the "agent") and the landlord's rental assistant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant's support person also attended the hearing.

Both parties agree that the tenant was personally served with the landlord's application for dispute resolution on July 31, 2020. A witnessed proof of service document stating same was entered into evidence. I find that the tenant was served in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy is currently ongoing. Monthly rent in the amount of \$973.00 is payable on the first day of each month. A security deposit of \$400.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that the landlord is seeking an early end to tenancy because the tenant poses a serve and immediate risk to the subject rental building and its occupants.

The agent testified that the tenant is a hoarder and that the front door of the subject rental property in completely blocked and the only access into the subject rental property is the patio door. The agent testified that the hoarding is a fire hazard.

The agent testified that the tenant attached a water line from the back of his washing machine into his kitchen and that this poses a flood hazard as this was not the intended use of the washing machine and the alteration was not completed by a professional.

The agent testified that the tenant has made modifications to the electrical system which poses a fire hazard.

The landlord entered into evidence a Notice of Violation regarding the subject rental property from a fire department dated July 14, 2020 which states:

- A fire inspection of the above premises disclosed violation which may constitute a hazard to life or property in the event of fire and must be corrected for IMMEDIATE COMPLIANCE.
- The cold water hook up for the washing machine has a wye fitting attached so [the tenant] could supply water to a filter for drinking. This is not a fire hazard, but the washing machine hook up was not designed for this kind of set up.
- Discontinue the use of extension cords so as not to constitute an undue fire hazard. Replace extension cords with fixed wiring (An Electrical Permit is required prior to installing new electrical equipment).

- Multi-plug adapters observed in lieu of permanent wiring. Multi-plug adapters may be used in temporary installations only; remove from service.
- I also observed and photographed extension cords plugged into extension cords with a power bar attached. This could be deemed a fire hazard because there is a microwave plugged into the extension cord.
- The amount of combustible materials in the living and bedroom area is a six, a seven is the number when the [fire department] may get involved to control excessive combustibles.
- [The tenant] removed the cardboard, from the photo sent in from [J.C.] before I arrived.
- I advised [the tenant] to remove the plastic wrap that was covering the element knobs of the stove. The plastic was protecting the area while he is cooking.
- I mentioned to [the tenant] that the foil covering the top of the stove may react with the heating elements and possibly cause a spark when the elements are on while he is cooking.
- Remove obstructions from access to exit doors, exit doors and pathway away from building to a safe area in an open public thoroughfare. Maintain as required.
- [The tenant] did have a tote, mirror and various personal items blocking the main entrance to the apartment.
- There is a covered motorcycle parked just inside the patio door, which impedes the access/egress point of that door. This is the only way out of the apartment because there are many items in front of the main door.

The agent entered into evidence an email from a plumbing report which states:

- Attended site on July 13, 2020 and obtained access to [the subject rental property] to inspect and address concerns about makeshift plumbing that was installed in the unit.
- Upon inspection, we found that the tenant attached a hose from the back of the washing machine in order to supply water to a water filtration system for his kitchen sink.
- This was not completed by a certified plumber.
- The connections that were made were all incorrect, and could be a potential flooding liability to the building
- We strong advise this is disconnected by a certified plumber and all plumbing is put back to its original state.

The agent entered into evidence a letter from an electrician regarding an inspection conducted on July 13, 2020. The letter states in part:

- While I was speaking with the tenant about the features of the bathroom exhaust fan and timer, he had explained to me that he had taken a computer cooling fan and fastened it to the fresh air intake to provide cool air to the unit. This obviously is not the intended use for a computer cooling fan and after seeing a photo of the jimmy rigged installation it certainly raises concerns for shock or fire. Additionally, an open-air splice can be seen in the photo, which in my opinion is very critical safety hazard.
- This type of installation of a product that is not used as intended can easily lead to a shock or fire, especially when an untrained individual performs the work.

The tenant testified that the resident manager saw the subject rental property when he was moving his stuff around and that she saw it at its worst. The tenant testified that since then he cleaned up and removed the water line from the washing machine and the subject rental property “doesn’t look as bad”. The tenant made no submissions regarding electrical alterations. The tenant testified that he did not believe he was a danger to the building or other tenants. The tenant did not submit any documentary evidence.

The agent testified that the subject rental property was inspected yesterday and still has boxes and other personal items everywhere which constitute a fire hazard. The agent testified that the landlord is very concerned about the electrical alterations made by the tenant and the fire hazard they pose to the tenant and all the other tenants in the building.

### 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 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.*

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause.

Based on the plumbing report I find that the changes made to the plumbing by the tenant put the landlord's property at significant risk of flooding.

Based on the fire department inspection and the letter from the electrician, I find that the amount of combustibles in the subject rental property and the changes to the electrical wiring were and are a fire hazard which seriously jeopardize the health and safety of the tenant and other occupants of the subject rental building and put the landlord's property at significant risk. I accept the agent's testimony that the tenant has not cleaned the subject rental property and that boxes and personal items remain throughout the property.

I find that it is not reasonable or fair for the landlord or other tenants of the subject rental building to wait for a notice to end tenancy under section 47 of the *Act* to take effect due to the fire hazard.

As the landlord was successful in its application for dispute resolution, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage

deposit due to the tenant. I find that the landlord is entitled to retain \$100.00 from the tenant's security deposit.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service 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: August 20, 2020

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Residential Tenancy Branch