



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PLACE APT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

On August 11, 2020, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant Section 72 of the *Act*.

C.F., R.L., S.P., and M.G. attended the hearing as agents for the Landlord. The Tenant did not attend at any point during the 25-minute teleconference hearing. All in attendance provided a solemn affirmation.

C.F. advised that the Tenant was served the Notice of Hearing and evidence package by registered mail on August 11, 2020 (the registered mail tracking number is listed on the first page of this Decision). The tracking history indicated that this package was delivered on August 13, 2020. Based on this undisputed evidence, I am satisfied that the Tenant was served the Notice of Hearing and evidence package in accordance with Sections 89 and 90 of the *Act*. As such, the Landlord’s evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

C.F. advised that the tenancy started on August 1, 2020, that the rent was currently established at \$1,750.00 per month, and that it was due on the first day of each month. A security deposit of \$875.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

He stated that the Tenant had been repeatedly causing issues in the building by smoking contrary to the tenancy agreement, having loud parties, and verbally attacking other residents. He was given multiple warning letters and a notice to enter the rental unit was posted on the Tenant's door on August 5, 2020. When he entered the rental unit on August 7, 2020, it was discovered that all four of the elements on the oven were left on and there was a significant amount of combustible materials left on the elements. These items were beginning to show burn marks on the bottom of them. As well, a book was found on the bed with a significant burn mark from a cigarette that was left in it. In addition, throughout the rental unit, there were also many candles on top of combustible items that were left to burn down completely, as well as burnt cigars and matches strewn throughout the unit and on the carpet.

He advised that the building is 50 years old, that it does not have sprinklers, and that over five hundred residents would be in jeopardy if the Tenant carelessly burned down the building. He submitted multiple pictures as documentary evidence to support the Landlord's position of the Tenant's recklessness.

S.P. advised that during this inspection, multiple items and appliances were still plugged in and were hot. A heated massager was left plugged in and on, and it was covered by a pillow. It is important to note that the Tenant was not in the rental unit when the stove was discovered to be on, and when all of the other items and appliances were plugged in. All of these items were turned off.

She also stated that the Tenant had taken a glass sliding door off its tracks and leaned it on the balcony where it could have fallen 15 storeys down and injured someone. As well, she submitted that the Tenant has been knocking on other residents' doors and has been verbally aggressive to everyone in the building. While there have been no physical threats of violence, all of the residents and staff are concerned for their safety. The police have been called at least three times and the Tenant was arrested on one occasion; however, she does not know the reason for this. The Tenant's behaviours have not relented despite being warned in writing multiple times.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by 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.

When reviewing the totality of the evidence, based on the undisputed evidence before me, I am satisfied that the behaviours and actions of the Tenant, leaving all four elements of the stove on with items directly on top of the burners, were careless at the very least, or intentional and malicious at the very worst. Regardless, I find that this poses a danger that would fall into the categories of: seriously jeopardizing the health or safety or a lawful right or interest of the Landlord and putting the Landlord's property at significant risk. Furthermore, based on the amount of burnt matches around the rental unit, especially on the carpet, the burnt book with the cigarette inside it, and the plugged in appliances with the Tenant being not present, I am satisfied that the Tenant's demonstrated carelessness further supports that these behaviours are jeopardizing his tenancy.

The Landlord must also 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. Based on the consistent

evidence and testimony of this troublesome past and current behavior, I accept that the Tenant has engaged in detrimental behaviours that could have substantially damaged the rental unit, that he continues to demonstrate dangerous and unpredictable behaviours despite being warned, and that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in these claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to withhold this amount from the security deposit in satisfaction of the debt awarded.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** 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: September 10, 2020

Residential Tenancy Branch