



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to end the tenancy early and obtain an order of possession, and to recover the cost of the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were posted to the door of the rental unit on September 19, 2020. A photograph was submitted as supporting evidence. I find the tenant was deemed served three days later, which was September 21, 2020.

The landlord appeared. The landlord stated they think the tenant has vacated the premise as the tenant was seen removing their belonging from the rental unit into a haul and has not been seen since. The landlord stated that the tenant has changed the locks and they currently do not have access and they are unsure if the tenant is planning to return.

### Issue to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession?

### Background and Evidence

The tenancy began on April 1, 2020. Rent in the amount of \$1,300.00 was payable on the first of each month. A security deposit of \$650.00 was paid by the tenant.

The landlord testified that they seek to end the tenancy because of an incident that occurred on July 31, 2020. The landlord stated that the tenant attempted to burn the building down when they were threatening neighbours that they had built a bomb. The landlords stated that the tenant went out on his balcony and lit a milk carton which contained something that exploded and caught on fire. The landlord stated that part of this fell on the patio and on the patio below. The landlord stated that the tenant was arrested and then released.

The landlord testified they cannot continue this tenancy as everyone is fearful of the tenant.

### Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - iii. Put the landlord's property at significant risk;
  - iv. engaged in illegal activity that
    - a) Has caused or is likely to cause damage to the landlord's property,
    - b) 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, or
    - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
  - v. caused extraordinary damage to the rental unit or residential property;
- b) And it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under Section 47 to take effect.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord that the tenant has put the landlord's property at significantly risk, and has seriously jeopardized the health or safety of other occupants, when they lit on fire, a substance claiming it was a bomb. I find it would be unfair and unreasonable to the landlord and the other occupants of the residential property to wait for a notice to end the tenancy under section 47 of the Act to take effect.

I find the landlord is entitled to an order of possession, pursuant to **section 56** of the Act, effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I am further satisfied that the tenant has changed the locks of the rental unit, without consent of the landlord or the authority under the Act. **I authorize the landlord that they can immediately have the locks changed and they can determine at that time if the tenant has abandoned the rental unit.**

Since the landlord was successful with their application. I find the landlord is entitled to recover the cost of the filing fee. I authorize the landlord to retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of this award.

### Conclusion

The landlord is granted an order of possession. The landlord is entitled to keep \$100.00 from the security deposit to recover the cost of the filing fee from the tenant.

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: October 22, 2020

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Residential Tenancy Branch