



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This expedited hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end of the tenancy and order of possession.

The tenants did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord appeared and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with their notice of application and evidence by leaving a copy posted on the rental unit door on October 16, 2020. The landlord provided a signed Witness Statement as evidence of service. Based on the evidence I find the tenant is deemed served with the landlord's materials on October 19, 2020, three days after posting, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

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

Background and Evidence

This periodic tenancy began in April, 2019. The rental unit is the main floor of a duplex building with the landlord residing in the lower level and another occupant in the other portion of the duplex.

The landlord gave evidence that the tenant stomps around and yells profanities at all hours disturbing the landlord and neighbors. The landlord said that the tenant has damaged the rental unit by cutting out window screens and creates significant risk to people on the property by leaving knives, glass shards and other objects strewn about the yard.

Most egregiously, the tenant has set fires inside of the rental unit requiring intervention by emergency services. The landlord submitted the incident report from the fire services as well as photographs of the damage to the rental unit in support of their application. The report indicates that the tenant set the fire by placing paper pizza boxes on the stove and moving them about the rental unit. The report also notes that the tenant disabled the two fire alarms that were located inside of the rental unit.

The landlord testified that the tenant has refused to grant access to the rental unit and the landlord is unaware of any additional damage to the suite but have heard stomping and smashing sounds from the rental unit on a consistent basis. The landlord testified that the tenant has continued to cause disturbance to the landlord and neighbors by the volume, frequency and content of their outbursts and has continued to leave dangerous objects on the common yard of the complex.

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.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

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.

I am satisfied with the evidence of the landlord that the behavior of the tenant is such that it has unreasonably disturbed the landlord and other occupants of the building. I further accept that the tenant's conduct in leaving objects on the ground of the common yard poses a serious risk to health and safety of all who use the common area and that they are responsible for setting a fire inside of the rental unit and disabling fire alarms.

I find that the act of setting an indoor fire and disabling fire alarms to be an intrinsically dangerous act which poses significant risk to a property. While the specific incident cited by the landlord caused only some cosmetic damage, I find that uncontrolled fire poses a significant risk not only to the property but to the other occupants of the building.

I find that the landlord has met their evidentiary burden through their detailed testimony, documentary evidence and the photographs showing the state of the rental unit. Several photographs submitted by the landlord show knives, glass and other objects hidden on the ground of the rental property. From the evidence it is clear that these are not simply misplaced household items or garbage that has been improperly disposed but dangerous items purposefully placed in areas where they could cause serious harm.

I find that the landlord has demonstrated that the tenant has caused unreasonable disturbance, a serious risk to the health and safety of others and poses a significant risk to the property such that it gives rise to a basis for this tenancy to end.

I accept that the tenant's behaviour has continued unabated and there continues to be significant risk from the tenant's continuing presence and activities on the rental unit. Given the ongoing presence of the tenant causing disturbance to others and the real risk of harm posed, I find that it would be unreasonable and unfair to the landlord to allow this conduct to continue and to wait for a notice to end tenancy under section 47 to take effect.

Accordingly, I issue an Order of Possession in the landlord's favour.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant on the premises 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: December 4, 2020

Residential Tenancy Branch