



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ET

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and for an early end to the tenancy.

The Agent for the Landlord stated that on March 30, 2021 she posted the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch on March 20, 2021 on the door of the rental unit. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant, the hearing proceeded in his absence and the evidence was accepted as evidence for these proceedings.

On April 11, 2021 the Landlord submitted one additional page of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the door of the rental unit on April 11, 2021. In the absence of evidence to the contrary I find that this document was properly served to the Tenant and it was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. She affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. She affirmed she would not record any portion of these proceedings.

Issue(s) to be Decided

Should this tenancy end early and, if so, should the Landlord be granted an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that this tenancy began in 2018 and the Tenant is still living in the rental unit.

From information provided on the Application for Dispute Resolution, it is clear that the Landlord is seeking to end this tenancy early because the Tenant is “stealing” electricity by running an extension cord from the hallway into the rental unit, which caused a “false fire alarm”.

In support of the application to end the tenancy early the Agent for the Landlord stated that:

- Sometime in the middle of January of 2021 the Landlord received a telephone call from a “fire rescue investigator”, who informed the Landlord a smoke detector in the unit had been activated;
- The smoke detector in the unit was activated because there was smoke in the unit, but no fire;
- She does not know what caused the smoke in the unit, although she thinks it may have been related to an extension cord the Tenant has, in occasion, run from the hallway into the unit;
- On January 29, 2021 the Landlord received a letter from the building owner’s solicitor, in which the Landlord was informed that the Tenant was running an extension cord from the hallway into the unit, which the solicitor declared was a fire hazard;
- She believes the Tenant is running an extension cord into the unit from the hallway because there is no power in the unit;
- On January 30, 2021 she was unable to contact the Tenant, either by email or telephone;
- On January 30, 2021 she went to the unit and did not observe an extension cord leading into the rental unit;

- On February 02, 2021 the Landlord received another letter from the building owner's solicitor, in which the Landlord was informed that the Tenant was running an extension cord from the hallway into the unit, which the solicitor declared was a fire hazard, and that the Landlord would be in a breach of their lease if the cord was not removed by February 04, 2021;
- On February 02, 2021 she again attempted to contact the Tenant, via email, without success;
- On February 02, 2021 she went to the unit and did not observe an extension cord leading into the rental unit;
- On February 03, 2021 she posted a notice on the Tenant's door, in which he was informed he was not permitted to run an extension cord from the hallway into his unit;
- The Tenant has not responded to the notice that was posted on February 03, 2021;
- On March 19, 2021 the Landlord received another letter from the building owner's solicitor, in which the Landlord was informed that the Tenant was running an extension cord from the hallway into the unit and that the Landlord would be in a breach of their lease if they do not take immediate steps to have the Tenant removed the cord and to prevent the situation from reoccurring;
- On March 20, 2021 she sent an email to the Tenant informing him he must not run the extension cord from the hallway into the unit;
- She has not heard anything further in regard to the extension cord;
- The Landlord has not served the Tenant with a One Month Notice to End Tenancy for Cause for any reason.

Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act* and the Landlord may apply for an Order of Possession for the rental unit.

Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property

- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

On the basis of the undisputed evidence, I find that the Tenant has, on more than one occasion, run an electrical cord from the common hallway into the rental unit, in spite of receiving at least two written warnings not to do so. On the basis of the letters from the building owner's solicitor, I find that the Tenant's actions could result in the building owner terminating the Landlord's "leasehold interest in the suite". I find that the Tenant's actions have seriously jeopardized a lawful right or interest of the landlord or another occupant, which are grounds to end the tenancy pursuant to sections 47(d)(ii) and 56(2)(a)(ii) of the *Act*.

Section 56(2)(b) if the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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 find that the Landlord has submitted insufficient evidence to establish that the issue with the extension cord is sufficient grounds to end the tenancy early. In reaching this conclusion I was heavily influenced by the absence of any evidence from a qualified professional, such as a fire inspector, that establishes using an extension cord poses any imminent risk of fire.

In the absence of evidence that establishes the extension cord poses any imminent risk to the residential complex/occupants, I find the Landlord should attempt to resolve this matter by serving the Tenant with a One Month Notice to End Tenancy for Cause, pursuant section 47 of the *Act*.

In adjudicating this matter, I have placed no weight on the Landlord's submission that there was smoke in the rental unit in January of 2021. I have placed no weight on this submission as no evidence was submitted to cause me to conclude that incident was in any way related to the extension cord being used by the Tenant.

Conclusion

The Landlord has failed to establish that this tenancy should end early, pursuant to section 56 of the *Act*, and the application for an Order of Possession is dismissed.

The Landlord retains the right to attempt to end this tenancy for reasons outlined here by serving the Tenant with a One Month Notice to End Tenancy for Cause.

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: April 26, 2021

Residential Tenancy Branch