



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlords' 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.

Landlord A.V. and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Landlord A.V. and the tenant were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Landlord A.V. and the tenant confirmed their email addresses for service of this decision and order.

Landlord A.V. testified that the tenant was served with this application for dispute resolution by posting a copy on the tenant's door on August 10, 2021. The tenant testified that she received the landlords' application for dispute resolution on August 9th or 10<sup>th</sup>, 2021. I find that the tenant was served with this application for dispute resolution in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Are the landlords entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Are the landlords entitled to recover the filing fee from the tenant, 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 landlords' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on April 3, 2020 and is currently ongoing. Monthly rent in the amount of \$925.00 is payable on the first day of each month. A security deposit of \$462.50 and a pet damage deposit of \$462.50 were paid by the tenant. A written tenancy agreement was signed and a copy was submitted for this application.

Landlord A.V. testified that the landlords are seeking an early end to this tenancy because the tenant and her boyfriend pose a serious risk to the subject rental property, the landlords and the other tenants in the subject rental building.

Landlord A.V. testified that the subject rental property is an apartment in an apartment building. The landlord testified that the tenant's boyfriend routinely uses his belt prong to break into the main door of the subject rental building. A video of same was entered into evidence. The tenant testified that she and her boyfriend lost the keys to the subject rental property approximately 1.5 months ago and are still looking for them, so they gain access by using the belt prong. The tenant testified that they have not asked for replacement keys as they hoped to find the keys in the subject rental property.

Landlord A.V. testified that the tenant and her boyfriend store large quantities of electrical materials all over the floor of the subject rental property. The landlords entered into evidence photographs showing heaps of electrical materials and other debris scattered over the living room and hallway. Landlord A.V. testified that the tenant and or the tenant's boyfriend solder the electrical components in the subject rental property

and that this is a major fire hazard which puts the subject rental property and the tenants of the subject rental building in danger.

The tenant testified that her boyfriend collects computer parts and takes them apart and solders them and that is how he fixes computers and other miscellaneous components. The tenant testified that there are numerous burn marks on the carpet from where the soldering iron has fallen off the shelf and burned the carpet.

Landlord A.V. testified that since filing for this application for dispute resolution the tenant's boyfriend assaulted her by pushing her when she asked the tenant's boyfriend why he was propping the door to the subject rental building open.

The tenant testified that her boyfriend is not violent and would not have pushed landlord A.V.

### 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. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

I find that the actions of the tenant and or people permitted on the property by the tenant occurring after the landlord applied for dispute resolution cannot be taken into account when determining if the tenancy should end early under section 56 of the *Act*. I will only take into account evidence which led to the application for an early end to tenancy. In this case, the landlords filed for dispute resolution on July 22, 2021; therefore, I will only consider events on or before July 22, 2021.

Based on the tenant's testimony I find that the soldering iron has caused burns to the carpet at the subject rental property. I find that the soldering of electrical material and the storage of the soldering iron over carpeted areas in a residential building, is a major fire hazard that seriously jeopardizes the health or safety or a lawful right or interests of the landlord and other tenants of the subject rental building and put the landlords' property at significant risk.

Both parties agree that the tenant's boyfriend has been breaking into the subject rental building using his belt. I find that using a belt prong to open the lock put the landlords' property at significant risk as this could damage the door lock and allow unauthorized entrance to the subject rental property.

I find that due to the history of soldering burns to the property 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 because the risk of fire is too great. A fire could cause loss of life and significant property damage. I find that it would be unreasonable for the other tenants of the building to wait for a notice to end tenancy under section 47 of the *Act*, when such a wait could endanger their lives.

I also note that tampering with the lock to the subject rental building is a security risk to all tenants at the subject rental property.

Pursuant to my above findings, I award the landlord a two-day Order of Possession, pursuant to section 55 and 56 of the *Act*.

As the landlords were successful in this application for dispute resolution I find that they are 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 and 56 of the *Act*, I grant an Order of Possession to the landlords effective **two days after service on the tenants**. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords are entitled to retain \$100.00 from the tenant's security deposit.

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 27, 2021

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Residential Tenancy Branch