



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Landlord applied on February 10, 2022 to end a tenancy early, pursuant to section 56 of the Act.

The hearing teleconference commenced promptly at 1:30 p.m. and was attended by only the Landlord, who was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; she was also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the Tenant by posting it to the door on February 22, 2022; this was confirmed during the hearing by an affirmed witness. The Landlord testified she also served the NDRP and evidence on the Tenant by registered mail on February 22, 2022 and provided a tracking number, as noted on the cover page of this decision. I find the Tenant was served in accordance with Rule of Procedure 10.3 and the [Standing Order](#).

Issue to be Decided

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

Background and Evidence

The Landlord provided the following particulars regarding the tenancy. It began on August 19, 2021; rent is \$375.00, due on the first of the month; and the Tenant did not pay the security deposit.

The Landlord testified that on November 25, 2021, she was physically assaulted by the Tenant. The incident report, submitted as evidence, states that the Tenant had been in the laundry room all day, yelling at other tenants, slamming the door in tenants' faces, and preventing other tenants from getting their laundry. The report states that the Tenant pushed staff (the Landlord) twice, and slammed the door in her face. The report states that police attended. The breach letter sent to the Tenant was also submitted as evidence.

The Landlord testified that on December 1, 2021, the mattress caught fire in the Tenant's unit. The incident report, submitted as evidence, states that fire inspectors found the fire was most likely accidental, caused by something left burning on the mattress. The Landlord testified that multiple units were water damaged, and tenants were displaced. The breach letter sent to the Tenant was also submitted as evidence.

The Landlord testified that on January 4, 2022, the Tenant admitted to staff that she fell asleep with a cigarette burning. This is documented in the incident report submitted as evidence, which also states that the sprinklers were set off and there was smoke in the Tenant's unit and in the hall. The Landlord testified that this event resulted in water damage to multiple units, tenants being displaced, and significant damage to the Tenant's new unit. The breach letter sent to the Tenant was also submitted as evidence.

The Landlord testified that on February 3, 2022 the Tenant was observed on camera waving and pointing a gun inside the building. The Landlord testified that the police were called, arrested the Tenant, and verified that the Tenant had been in possession of a handgun. The incident report and a breach letter sent to the Tenant were submitted as evidence.

Analysis

Section 56 of the Act establishes the grounds whereby a landlord may make an application for dispute resolution to request (1) an early end to tenancy, and (2) 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 of the Act for a landlord's notice for cause.

When seeking to end a tenancy early and obtain an order of possession under section 56, a landlord has the burden of proving, for example, that a tenant has:

- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- 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; **and**
- it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month Notice to End Tenancy for Cause under section 47 of the Act to take effect.

Based on the affirmed undisputed testimony and evidence presented by the Landlord that the Tenant brandished a handgun on the property, I find that in accordance with section 56 of the Act, the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, and 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. And, I find it would be unreasonable or unfair to the Landlord or the other occupants to wait for a One Month Notice to End Tenancy for Cause under section 47 of the Act to take effect.

Therefore, I find the Landlord is entitled to an early end of tenancy and an order of possession.

In this decision I give no weight to the Landlord's evidence that the Tenant caused fires in her unit and assaulted the Landlord, as, to the best of my knowledge, the Landlord did not act to evict the Tenant following these events.

Conclusion

The Landlord's application is granted.

The Landlord is granted an order of possession which will be effective two days after it is served on 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: March 11, 2022

Residential Tenancy Branch