



# 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 landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for an order to end the tenancy early and receive an order of possession due to health or safety reasons under section 56 of the Act and to recover the cost of the filing fee.

The landlord and a witness for the landlord, GC (witness) attended the teleconference hearing. The landlord gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The hearing process was explained and an opportunity to ask questions was provided to the agent. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Proceeding dated April 6, 2022 (Notice of Hearing), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence (Hearing Package) were served by personal service on the tenant at the rental unit address at approximately 11:00 a.m. on April 7, 2021 and was witnessed by GC. The landlord stated that the tenant accepted the Hearing Package. Based on the undisputed evidence before me, I accept that the tenant was sufficiently served in accordance with the Act.

As the tenant did not attend the hearing, I find that this matter is unopposed by the tenant. The hearing continued pursuant to Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rules 7.3 and 7.4.

### Preliminary and Procedural Matters

The landlord confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision only will be sent by regular mail to the tenant as the landlord did not have an email address for the tenant.

### Issues to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession under section 56 of the Act for health or safety reasons?
- If yes, is the landlord entitled to the recovery of the cost of the filing fee?

### Background and Evidence

The landlord testified that the tenant has threatened to burn down the rental unit by stating “I should just burn the place down” in April 2021, January 27, 2022 and March 13/14 of 2022.

In addition, the landlord stated that the tenant has assaulted the landlord on March 22, 2022 by pushing and shoving the landlord and threatened the landlord with a baseball bat. Furthermore, the landlord testified that on March 25, 2022, during a scheduled inspection, the tenant shoved his witness GC out of the rental unit and shoved the landlord’s arm when he attempted to take a photo of damaged cupboards. As the landlord was leaving, the landlord stated the tenant shoved the landlord and that the landlord ran into GC who was outside.

The landlord stated that they are concerned for their safety and are concerned that the tenant will commit arson at the rental unit.

### Analysis

Based on the undisputed testimony and undisputed documentary evidence provided during the hearing, and on a balance of probabilities, I find and I am satisfied that the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property (threat of arson) and 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 (assault on the landlord). I find the actions of the tenant of

assault and threat of arson to be unreasonable in any tenancy. I agree with the landlord that the tenancy should end immediately based on section 56 of the Act as follows.

Section 56 of the Act applies and states:

**Application for order ending tenancy early**

**56(1)** A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
  - (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;
  - (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 residential property, and
- (b) **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 [landlord's notice: cause] to take effect.**

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[emphasis added]

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act. I find the actions of the tenant, threat of arson and assault on the landlord to be unreasonable. Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenants. I find the tenancy ended the date of this hearing, **May 13, 2022**, pursuant to section 62(3) of the Act.

Pursuant to sections 67 and 72 of the Act, I grant the landlord a monetary order in the amount of **\$100.00**.

Conclusion

The landlord's application is fully successful.

The tenancy ended this date, May 13, 2022.

The landlord is granted an order of possession effective two (2) days after service on the tenant. This decision will be emailed to the parties. The order of possession will be emailed to the landlord for service on the tenant. This order may be enforced through the Supreme Court of British Columbia.

The landlord is granted a monetary order of \$100.00, which must be served on the tenant. This order may be enforced through the Provincial Court (Smalls Claims Division).

I caution the tenant that they could be held liable for all costs related to enforcement of the order of possession and the monetary order.

I caution the tenant not to threaten arson or commit assault against a landlord in any tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 13, 2022

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Residential Tenancy Branch