



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for an early end to tenancy because the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord, pursuant to section 56.

The tenant did not attend the hearing, although I left the teleconference line open throughout the hearing which commenced at 9:30 a.m. and ended at 9:50 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference monitoring system that the landlord and I were the only persons who had called into this teleconference.

The landlord was represented at the hearing by its agent, JR (“landlord”). The landlord testified that he served the tenant with the Notice of Expedited Hearing by posting a copy of it together with related documents to the tenant’s door on July 20, 2022. A signed, witnessed proof of service document was filed by the landlord. I am satisfied the tenant is deemed served with the Notice of Expedited Hearing on July 23, 2022, three days after a copy was posted to his door pursuant to sections 89 and 90 of the *Act*.

This hearing was conducted in the absence of the tenant pursuant to Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Has the landlord provided sufficient evidence to satisfy me that the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord?

Background and Evidence

The landlord gave the following undisputed testimony and provided evidence of the following. The rental unit is located in a single room occupancy (SRO) building consisting of five floors and a basement. The tenant lives on the third floor. The tenancy began on October 6, 2017 with rent set at \$375.00 per month. A security deposit of \$187.50 was collected at the commencement of the tenancy.

Throughout the tenancy, the tenant has been disruptive and causing disturbances in the building. On June 16, 2021, another tenant complained of the tenant making noise and when the residence attendant went to investigate, the tenant yelled and uttered profanities at him. The police were called, and the tenant was spoken to. A written breach letter was given to the tenant.

On July 9, 2021, the police were called to investigate an incident where the tenant was seen shooting a BB gun towards a neighbouring building and was directed towards members of the public and animals. A cease-and-desist letter, warning the tenant that he is in breach of his tenancy agreement, was given to the tenant.

On May 27, 2022, the tenant yelled at a staff member and unplugged a dehumidifying fan outside his room that was there to prevent mold from growing. Another breach letter was given to the tenant.

The incident that prompted the application for an early end to tenancy happened on June 25, 2022. That night, other tenants reported that the tenant had thrown a table out of a closed window, breaking the window, and falling to the alley three stories below. A photo of the window and table were provided as evidence. The police were called. The police tried to talk the tenant out of his unit, but the tenant was being belligerent and violent. Eventually a SWAT team was called in. During this time, the fire alarm went off and the sprinklers started spraying water throughout the building. The building staff went to the fire panel and saw that the fire alarm originated from the tenant's room. When the SWAT team eventually entered the tenant's room by force to arrest him, the landlord saw water *"flooding out his room and all the way to the 3rd floor hallway"*. The fire department arrived 10 minutes later and shut off the sprinklers.

The landlord spoke directly with the police forensic investigator who attended the building, and this police officer informed the landlord that the fire was started by the tenant setting off a firework in his room. He had done this while barricaded in his room with the police and SWAT team outside.

The landlord testified that the damage caused to the building is extensive. The residents still have to tolerate the sound of dehumidifying fans in the building since the building has still not completely dried out over a month later. Residents on the first, second and third floors experienced flooding in their rooms, causing damage to their belongings as well as their flooring. The basement was also completely flooded. The fire panel was damaged from the sprinklers and got shorted out. The fire panel alone costs \$30,000.00 to fix. The landlord estimates the extent of the damage to the building is between \$80,000.00 to \$100,000.00 to fix.

The landlord had to relocate one tenant to another unit in the building due to the damage in that tenant's unit. Another tenant living directly beside the tenant couldn't stand the sound of the humidifiers and chose to move out and become homeless.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause on June 28, 2022 by posting a copy to the tenant's door. A copy of the notice to end tenancy was provided as evidence by the landlord.

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.

Based on the undisputed testimony and documentary evidence provided by the landlord, I find the landlord has sufficiently proven the tenant has seriously jeopardized the health or safety of the other occupants of the residential property on June 25th when the tenant threw the table out the window from his third floor unit, breaking the glass which could potentially hit another occupant of the residential property.

Further, I find the tenant has caused extraordinary damage to the residential property by purposefully setting off the sprinkler system with a firework in his room the night of June 25th. Based on the undisputed testimony of the landlord, I am satisfied the extent of the damage is considerable and that damage can be solely attributed to the tenant's decision to light the firework rather than allow the police into his room.

This action not only caused significant and extraordinary damage to the property but led to unexpected consequences of having other tenants having to move out of their units into unaffected units or even worse, to become homeless. The consequences of the tenant's actions that night are significant interferences and unreasonable disturbances to other occupants of the residential property.

Lastly, although the landlord has served the tenant with a 1 Month Notice to End Tenancy for Cause, I find it would be unreasonable or unfair to the landlord and other occupants of the residential property to wait for that notice to end tenancy for cause issued under section 47 of the *Act* to take effect. I make this finding as I find the actions of the tenant appear to be growing in seriousness and violence, from making noise and swearing to shooting a BB gun, throwing a table out the window to the street below and now purposefully setting off a sprinkler throughout the building. There appears to be an imminent danger to the health, safety and security of the landlord and other occupants of the residential property if this tenancy were to continue. Consequently, I grant the landlord an early end to the tenancy.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenants or anyone 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: August 04, 2022

Residential Tenancy Branch