



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 was convened as a result of the Landlord's Application for Dispute Resolution, made on July 14, 2022. The Landlord applied for an order of possession pursuant to section 56 of the Residential Tenancy Act (the Act).

The Landlord was represented at the hearing by AD, an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, AD testified the Notice of Dispute Resolution Proceeding package was served on the Tenant in person on July 14, 2022, and that service in this manner was witnessed by HB. In the absence of evidence to the contrary, I find the Notice of Dispute Resolution Proceeding package was served on and received by the Tenant on July 14, 2022.

As noted above, the Tenant did not attend the hearing and did not submit documentary evidence in response to the application.

AD was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue

Is the Landlord entitled to an order of possession pursuant to section 56 of the Act?

Background and Evidence

On behalf of the Landlord, AD confirmed that the tenancy began on March 12, 2018. Rent of \$375.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$187.50, which the Landlord holds. A copy of the tenancy agreement was submitted into evidence.

The Landlord wishes to end the tenancy. AD confirmed that a number of incidents have occurred which justify an early end to the tenancy, as follows:

- On January 29, 2022, the Tenant was observed to act in an aggressive manner toward another occupant of the rental property.
- On April 22, 2022, the Tenant was observed to be bringing a stove into the rental unit, which was not approved by the Residence Manager. The Tenant was informed that he would need approval but put it in his room anyway.
- On June 20, 2022, the Tenant appeared to be intoxicated in the rental property. The Tenant asked for access to the bathtub, but staff refused due to safety concerns. The Tenant charged at and kicked the staff member and the office door.
- On June 24, 2022, the Tenant brought and unauthorized female guest into the rental property, contrary to Covid-19 restrictions implemented at the residence.
- On July 10, 2022, the Tenant caused a fire in the rental unit while using drugs.

Incident Reports describing each of the above incidents and breach letters to the Tenant were submitted in support.

Further, in a recent letter to the Tenant dated July 22, 2022, the Landlord advised the Tenant of the above incidents and provided a chronology of breaches dating back to January 4, 2021. The additional events included removing mail from Canada Post mailboxes (observed on CCTV), replacing a smoke detector in the rental unit without authorization, leaving a hot stove unattended, and leaving uncapped sharps and debris in front of the entrance to the rental unit.

AD also testified that on August 9, 2022, two days before the hearing, another fire occurred in the Tenant's rental unit that was also associated with drug use by the Tenant.

Finally, AD testified that on August 8, 2022, the Landlord and the Tenant entered into a Mutual Agreement to End a Tenancy effective August 31, 2022. AD agreed during the hearing that if the Landlord's application is successful, the order of possession should be effective August 31, 2022.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged documentary evidence and affirmed oral testimony, and on a balance of probabilities, I find:

Section 56 of the Act permits a landlord to end a tenancy 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. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the Act, which states:

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...

- (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 landlords 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.

In this case, I find that the fires in the Tenant's rental unit on July 10 and August 9, 2022, seriously jeopardized the health or safety or a lawful right or interest of the Landlord and other occupants. I also find that the aggressive behaviour demonstrated by the Tenant on January 29 and June 20, 2022, significantly interfered with or unreasonably disturbed another occupant or an agent of the Landlord, and seriously jeopardized the health or safety or a lawful right or interest of an agent of the Landlord or another occupant.

Further, given the risk presented by fire in the rental property and the unacceptable acts of aggression displayed by the Tenant, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the Act.

I find the Landlord has demonstrated an entitlement to an order of possession. As the Landlord entered into a Mutual Agreement to End a Tenancy that will be effective on August 31, 2022, I find that the order of possession will also be effective on August 31, 2022, at 1:00 p.m.

Conclusion

The Landlord is granted an order of possession, which will be effective on August 31, 2022, at 1:00 p.m. The order of possession may be filed in 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 11, 2022

Residential Tenancy Branch