



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H.E.ROOMS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      ET

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent, CA ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed that the landlord and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the parties from recording the dispute resolution hearing. The landlord confirmed that they understood.

The landlord testified that the tenant was served with their application and evidentiary materials by way of registered mail on September 26, 2022. The landlord provided proof of service and the tracking information in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with this package on October 1, 2022, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

### **Issues(s) to be Decided**

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

The landlord provided the following submissions. This fixed-term tenancy began on November 8, 2021, with monthly rent currently set at \$625.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$312.50 for this tenancy.

The landlord filed this application after the tenant had attempted to set their neighbour's door on fire. The tenant also attempted to burn the wall in front of their unit. The landlord submitted photos of the burn marks and damage to the building. The landlord testified that the neighbour had smelled smoke, and opened the door to investigate and saw the tenant.

The landlord testified that there are ninety-six rooms in the building, and is fearful that the tenant will cause significant harm and damage to the other tenants, employees, as well as the building if this tenancy was to continue.

### **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 a 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.*

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlord, and as well as other residents, occupants, and workers in the building. The landlord is seeking an Order of Possession as the landlord is concerned about tenant's behaviour, which the landlord believes to pose a significant and ongoing threat to the building and others who reside there.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "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" for cause to take effect. On this point, I find that the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate health and safety, as well as the lawful interest of the landlord and other residents in the building.

The serious nature of the incident referenced in the hearing and landlord's application is quite worrisome. I note that the tenant has chosen to not appear at this hearing, nor have they provided any contrasting accounts by way of written evidence.

The main reason for the urgent nature of this application is the immediate risk to the safety and lawful interest of the landlord and residents in the building, and I find that the landlord has provided sufficient evidence to support this. The landlord has provided evidence to support that the tenant had attempted to set fire to the multi-tenanted building, which highlights the potential volatility that the landlord and other tenants, occupants, and workers may face if this tenancy continues, as well as the potential for further damage to the property, and risk to everyone's safety.

Under these circumstances, I find that it would be unreasonable and unfair to the landlord for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

### **Conclusion**

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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: October 04, 2022

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Residential Tenancy Branch