



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER and NON MARKET HOUSING
OPERATIONS and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This expedited hearing was convened by way of conference call concerning an application made by the landlord seeking an early end to the tenancy as it would be unreasonable, or unfair to the landlord or other occupants to wait for a notice to End Tenancy for Cause to take effect.

An agent for the landlords and an agent for the tenant attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The landlords' agent submitted that all of the landlords' evidence has been provided to the tenant, but seeks to have the tenant's evidence excluded because it was only provided to the landlord about 15 minutes prior to the hearing. The evidence consists of 2 letters, one being 2 pages long and the other being 1 page long. The landlords' agent has reviewed the evidence but has not had sufficient time to consider it or prepare a response.

Considering that this is an expedited hearing and the landlords' agent has reviewed it, and considering that the consequences can be quite severe, I advised the parties that all evidence of both parties will be considered.

Issue(s) to be Decided

Has the landlord established that the tenancy should end because it would be unreasonable, or unfair to the landlord or other occupants to wait for a notice to end the tenancy to take effect?

Background and Evidence

The landlords' agent testified that this month-to-month tenancy began on June 1, 2017 and the tenant still resides in the rental unit. Rent in the amount of \$375.00 is payable on the 1st day of each month, and there are no rental arrears. On June 1, 2017 the landlords collected a security deposit from the tenant in the amount of \$187.50, which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a single occupancy room, and the tenant resides there alone. A copy of the tenancy agreement has been provided by the landlord for this hearing.

The landlords' agent further testified that there have been a number of incidents wherein the tenant has created hazards which pose an immediate risk, the most recent being on November 9, 2023. There is no sprinkler in the building, and the tenant left water running in the kitchenette with a pot over the drain, causing flooding in the building. It appears that it was left on for a considerable amount of time before it was brought to the attention of the landlords' staff by another tenant who noticed water in the hallway. Staff started to clean it up, but the tenant was uncooperative. Then staff noticed blue smoke. The tenant was going in and out of the room. The stove top was left on, which caused mild inhalation of the staff members, 1 of whom has made a WorkSafe BC claim. Staff attempted to engage with the tenant but were unable to get him to cooperate. Police mental health workers attended, who determined that the tenant did not meet the threshold for immediate apprehension.

The tenant does not recall the incident at all, which occurred over a few hours. A remediation company was called and the tenant was not cooperative and still going in and out of the rental unit, at times on the bed unresponsive. Also, things were blocking access to the rental unit which prevented the restoration company from remediation work. A copy of the Incident Report has been provided for this hearing.

The landlords have also provided a number of Incident Reports, one of which states that the tenant left a pot on the stove and then interfered with the fire crew on scene. There was no fire, but smoke. The tenant left and was told not to re-enter.

On January 8, 2023 another smoke alarm sounded due to a pot on the stove, but the landlords' agent does not know what was in the pots that were on the stove.

On one occasion at 2:25 a.m. the fire alarm sounded, and the smell of burning plastic was noticed. The tenant refused to open the door. The fire department attended and the tenant said that he had been smoking.

The number of fire alarms is troubling, as well as the tenant's uncooperativeness, and the tenant was not in the rental unit on those occasions.

On June 29, 2023 the tenant was given a 4th breach letter and a copy has been provided for this hearing. The tenant has been given ample warning regarding numerous incidents, but is unable to change his behaviour. It's only a matter of time before a more serious event occurs.

The rental building is an independent living facility, not supportive housing, and removal of the stove would go against the tenancy agreement and the *Residential Tenancy Act*. The landlords have provided a microwave oven to encourage the tenant to not use the stove, but the tenant has continued to use the stove. The building is staffed 24 hours per day, and the landlords will assist tenants to get support, but no supports are in place in the building. Tenants can live independently, cook, clean and take care of basic hygiene. Some tenants do have home supports. The landlords' agent has had conversations with the tenant about cleanliness of the rental unit, and to respond to smoke incidents. The tenant did clean considerably, but some backsliding on that issue has occurred.

The tenant is also a smoker and has fallen asleep while the stove is on. Such carelessness will result in a fire.

Not every incident has been provided for this hearing, considering it is an expedited hearing, and have provided evidence that poses a direct threat to other tenants.

No notice to end the tenancy has been given to the tenant; the landlords' goal is to attempt to salvage homes to tenants where possible, and to work with tenants to seek out resolution. A notice to end the tenancy is the landlords' last resort.

The tenant's agent testified that 2 letters of support have been provided for this hearing, one of which was written by the tenant's agent, who is a social worker, who has been working with the tenant since 2015 and a team of support people including a nurse practitioner.

The tenant's agent has had a conversation with the tenant, who agrees that a single room occupancy does not meet his needs, such as supportive housing and the tenant would be agreeable to having the stove moved out of the rental unit. The tenant is also agreeable to having an electric kettle to boil water, home support weekly for cleaning, and the tenant's agent can visit once per week. The tenant's agent will consult with a home health team from occupational health to work with the tenant to develop social

components of his behaviour, including connecting with a nurse practitioner for more support is needed. The hope is for subsidized housing. The support team has been trying very diligently to find alternate housing, but there is a housing shortage and finding housing is very difficult.

The issues of forgetfulness of the tenant is present even up to last week and the landlords' claims are valid, but a mental assessment could be done, and then a mutual agreement to end the tenancy; the tenant wants to move out. The tenant's agent has met with the tenant 3 times, and is still getting to know him.

SUBMISSIONS OF THE LANDLORDS' AGENT:

The unresponsiveness and uncooperative issues cannot be cured by support people. The landlords also have to consider flooding that has occurred. The landlords reached out to an Outreach worker, asking for support for the tenant, and they started engagement for other housing. All parties have been working toward finding a suitable place for the tenant, but the rental unit is not the place for him to stay due to risks of other tenants. The landlords seek an order of possession effective immediately.

SUBMISSIONS OF THE TENANT'S AGENT:

The tenant's agent is trying to determine a plan for the tenant, including a case conference with housing Outreach workers.

Analysis

I find it sad and disturbing that people with mental illness, who cannot deal with the social aspects of life in general should be put on the street.

However, the landlords have attempted to assist the tenant by contacting Outreach persons for support, and starting the process to find a suitable place for the tenant.

I have reviewed all of the evidence, including the Incident Reports, and it is clear to me that the tenant has and will likely continue to pose a threat of fire or flooding which will no doubt cause hardship on other tenants, or injury.

The *Residential Tenancy Act* states:

56 (1) A landlord may make an application for dispute resolution requesting

(a) an order 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) an order granting the landlord possession 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.

In this case, there is no doubt or dispute that the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, and has put the landlords' property at significant risk.

I also agree with the landlords' agent that the unresponsiveness and uncooperative, and forgetfulness issues cannot be cured by support people, at least not in a time period that would reduce the chances of further risks to other occupants.

The landlords seek an order of possession effective immediately, however I am satisfied that the usual 2 days notice should be granted to the tenant. Therefore, I grant an order of possession in favour of the landlords effective on 2 days notice to the tenant. The tenant must be served with the order of possession, which may be filed in the Supreme Court of British Columbia for enforcement.

Conclusion

For the reasons set out above, I hereby grant an order of possession in favour of the landlords effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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: December 01, 2023

Residential Tenancy Branch