



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for an early end of tenancy and an Order of Possession pursuant to section 56 of the Act. The tenant did not appear. The landlord testified that he personally served the tenant with the hearing package and evidence in the kitchen of the residential property on March 17, 2016. I accepted that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Has the landlord established that the tenancy should end early and an entitlement to an Order of Possession as provided under section 56 of the Act?

Background and Evidence

The landlord is a tenant of the residential property and sublets rooms with consent of his landlord. The subject tenancy started in February 2016 and the tenant is required to pay rent of \$550.00 on the first day of every month; however, the tenant has not paid any rent for March or April 2016.

The landlord seeks an early end of tenancy and an Order of Possession for the following reasons:

- The tenant has threatened the landlord with death on two occasions which the landlord has captured on an audio recording.
- The tenant frequently screams, often all night long and her screams include talk of murder, rape, spirits as well as death threats.
- The other sub-tenants informed the landlord that they do not feel safe at the residential property while the tenant is there and they have moved out or left the

country due to the tenant's behaviour and the landlord has only stayed at the residential property twice in the last month.

- The tenant has brought people recently released from prison to the residential property and tried to give them occupancy of the vacant rooms.

The threats that were recorded are as follows:

Threat #1 on March 9, 2016:

Tenant: I don't have the keys

Landlord: So how do you get in and out?

Tenant: I gave them to a full patch member, sorry bud. I did. I know Julian. You're fuckin dead buddy.

Threat #2 on March 9, 2016:

Tenant: If I ever see your Jew fuckin face again holding a bible you're fucking dead.

Landlord: Are you serious?

Tenant: Yeah, shut the fuck up.

Further, the landlord's attempts to show rooms to prospective tenants have been thwarted on two occasions by the tenant blocking the landlord's ability to show the property and the tenant's erratic behaviour. Since the other sub-tenants have moved and the tenant has not paid rent, the landlord cannot afford to pay all of the rent that is due to his landlord and he is currently in arrears.

Analysis

Section 56(2) of the Act permits an Arbitrator to make an order to end the tenancy on a date that is earlier than the effective date on a 1 Month Notice to End Tenancy for Cause had one been issued. In order to grant an order to end the tenancy early I must be satisfied that:

- (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.

[my emphasis added]

The landlord bears the burden to prove the tenant has acted in such a way as to warrant an order to end the tenancy earlier than by way of a 1 Month Notice. The burden is high as this provision is intended to apply in the most severe circumstances.

Upon consideration of the landlord's unopposed evidence, I am satisfied that the tenant has unreasonably disturbed or significantly interfered with the other occupants and the landlord of the residential property and that it is unreasonable and unfair to make the landlord wait for a 1 Month Notice to take effect in the circumstances. Therefore, I order this tenancy to be at an end effective two days after service of the Order of Possession that I provide to the landlord with this decision.

Conclusion

This tenancy is ordered to be at an end two days after service of the Order of Possession that is provided to the landlord with this decision.

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: April 05, 2016

