



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding B.C. ROOMS  
and (Tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### 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 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing although the hearing continued for approximately 15 minutes. The landlord provided sworn undisputed testimony that she provided to the tenant, by posting on the tenant's door, a copy of the Application for Dispute Resolution and the evidence, some redacted, for this hearing. I find that the landlord's service satisfies her service obligation with respect to this application.

### Issue(s) to be Decided

Is the landlord entitled to end the tenancy early?

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

### Background and Evidence

This tenancy began on January 14, 2016 and was scheduled to continue for a one year fixed term. The landlord submitted a copy of the residential tenancy agreement as part of the application package. The tenancy agreement indicates a monthly rental amount of \$425.00 and that the tenant provided a \$212.50 security deposit paid at the outset of the tenancy. The landlord sought to end the tenancy early and an Order of Possession.

The landlord submitted an event log with dates ranging from March 31, 2016 to May 29, 2016. The landlord testified that she regularly attends to the residential premises where there are 30 rental units. She testified that, when she attends to the residence, she completes a walk through and makes notes of any incidents, damage or other notable

information for the premises. The landlord testifies that, within 1 hour of completing her walk through, she types her notes into the event log for each tenant/rental unit.

The event log recorded at least 6 incidents of loud music from the tenant's rental unit at a variety of hours. The log also recorded an incident of the tenant dropping a hardhat full of water on people walking by below his rental unit; a physical altercation with another tenant; and the tenant's broken rental unit door. These events were witnessed by the landlord's caretaker and the landlord herself.

The event log also provided a record of an incident on May 25, 2016 where the tenant threatened that he would kill the owner's son and burn down the building. The landlord testified, supported with a police file number that the landlord called the police later that same day (May 25, 2016) when the tenant threatened again to burn the building down and confronted the caretaker with a broken broom handle.

The landlord also submitted, referenced in her event log, two complaint letters from neighbouring tenants about music and the tenant's behaviour. She also submitted accompanying warning notices provided to the tenant by the landlord that a notice to end tenancy may be issued if the behaviours continue. The landlord testified that, on May 26, 2016, the tenant was provided with a 1 Month Notice to End Tenancy effective June 30, 2016. She testified that after the provision of this notice, the tenant put his face against the face of each her husband, her sister and her brother and stated, "I'm gonna bring my buddies down to kill you all."

### Analysis

Pursuant to section 56, I am able to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord relied on a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters, the tenant has 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 and that 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.

The landlord provided candid and logically consistent testimony regarding the events involving the tenant. The landlord was emotional and testified that she was fearful of the tenant. The tenant indicated that she attempted to provide notice to the tenant but that the response to a 1 Month Notice to End Tenancy was an escalation in dangerous and disturbing behaviour. The landlord also provided evidence, including police file

information, tenant complaint letters and a contemporaneously maintained event log to support her testimony that the tenant is engaging in illegal activity (threats) and that the nature of the threats, the violent acts by the tenant and the impact on the landlords, other tenants and the building itself supports the landlord's application for an order of possession and an early end to this tenancy.

The landlord's evidence has satisfied me that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. I also find that it would be unreasonable, or unfair to the landlord, the staff (caretaker) and the other occupants of the residential property to wait for a notice to end the tenancy under section 47 to take effect and for any dispute of that notice to be heard. Accordingly, I order the tenancy to be at an end effective today, June 23, 2016. I find that the landlord is entitled to an Order for Possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court.

### 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.

I order that the landlord recover the filing fee for this application by reducing the tenant's \$212.50 security deposit by \$100.00. The tenant's remaining security deposit amount will be \$112.50.

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: June 23, 2016

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Residential Tenancy Branch