



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.  
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;
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

The landlord's agents (the landlord) attended the hearing via conference call and provided undisputed affirmed evidence. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were each served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 1, 2017. The landlord stated the package for both tenants were returned by Canada Post as "unclaimed". In support of service, the landlord has provided photographs of each of the two envelopes provided to Canada Post. I accept the undisputed evidence of the landlord and find that although the tenant did not claim the sent package(s) that the tenants are deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?  
Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on January 19, 2017 on a fixed term tenancy ending on January 31, 2018 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,175.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$587.50 was paid on February 1, 2017. The landlord provided a copy of an incomplete condition inspection report for the move-in dated January 20, 2017 which was not signed by the tenant.

The landlord seeks an early end to the tenancy and to obtain an order of possession. The landlord claims that the tenants have been issued many notice(s) after receiving many complaints from other tenant(s) who reported:

“unreasonable noise, loud blaring music, partying late into many nights, many police attendances for disturbances, unreasonable noise shooting an air gun from the tenants; balcony, speeding his motor vehicle recklessly through the property into and out of the parkade, propping a security door open for extended periods of time, continual comings and goings of visitors at all hours of the day and night, throwing cigarette butts, drugs paraphernalia, alcohol cans and garbage off of the balcony which land on the balconies of other tenants and on the dry grass outside the balcony.”

The landlord claims that this is an extreme fire risk.

The landlord also claims that the tenant carries a large crowbar whenever he leaves the building which constitutes an immediate threat to life and property. The tenants are intimidating in their behaviour and are suspected of dealing drugs from the apartment.

The landlord's witness, R.D. provided evidence that the tenants suffer from repeated excessive noise incidents which are caused by the tenants. The witness stated that she fears for her safety and security due to the repeated disturbances caused by the tenants. This includes excessive noise due to noisy party's and garbage being thrown off of the deck where the local police were called repeatedly.

The landlord clarified that after serving the tenants with a 1 Month Notice to End Tenancy issued for Cause on July 25, 2017 which was for:

- the tenant or person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;

The landlord claims that on or about August 27, 2017 a verbal complaint was received from another tenant who stated that she witnessed excessive noise and sounds of violence coming from the rental unit. The landlord issued a notice of inspection to inspect the rental unit which was conducted on August 30, 2017. The inspection revealed that the rental suite had sustained significant damage as a result of the tenant and their guests by punching huge holes in the walls and smashing a mirrored closet door. The landlord also claims that other damage noted includes the common games room where furniture was destroyed. The landlord states that the tenants have begun escalating their actions and behaviour. In support of this claim the landlord has provided 8 photographs of the rental unit and property.

The landlord claims that it would be unreasonable and unfair to wait for the outcome of the hearing for the 1 Month Notice set into the future as the tenants are now causing extraordinary damage to the rental premises as shown in the photographs.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
  - has caused or is likely to cause damage to the landlord's property;
  - 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
  - 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy.

That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, I accept the landlord’s undisputed evidence that the tenants have caused excessive noise and disturbed the landlord and other occupants of the rental property. I also accept the landlord’s undisputed evidence that after being served with a 1 Month Notice for Cause on July 25, 2017 the landlord investigated a complaint of excessive noise and violence and found extraordinary damage to the rental premises due to many large holes in the wall and a shattered mirror closet door as shown in the submitted photographs. As such, I find that the landlord has provided sufficient evidence to satisfy me that tenant has caused extraordinary damage to the rental unit and that there is an urgency to end the tenancy early and that it would be unreasonable and unfair in the circumstances to wait for the 1 Month Notice to take effect.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee. As the tenancy is at an end, I authorize the landlord to retain this amount from the currently held security deposit in satisfaction of this claim.

### Conclusion

The landlord’s application to end the tenancy early is granted.  
The landlord is granted an order of possession to be effective 2 days after service.  
The landlord may retain \$100.00 from the held security deposit.

This order must be served upon the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: September 27, 2017

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Residential Tenancy Branch