



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

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

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:30 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 10:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony, supported by written evidence, that she sent the tenant a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) by registered mail on October 16, 2017.

The landlord gave sworn testimony that she sent the tenant a copy of the dispute resolution hearing package and written evidence package in two separate registered mailings on October 27, 2017. She provided the Canada Post Tracking Numbers to confirm these registered mailings. I find that the tenant was deemed served with the dispute resolution hearing package and written evidence package in accordance with sections 88, 89 and 90 of the *Act* on November 1, 2017.

Issues(s) to be Decided

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

Background and Evidence

The landlord entered into written evidence a copy of the one year fixed term residential tenancy agreement the parties signed on July 14, 2015, for a tenancy for this rental unit

in a large strata building that commenced on August 1, 2015. Upon the end of the initial fixed term, the tenancy continued as a month-to-month tenancy. Monthly rent was initially \$1,650.00, payable in advance on the first of each month. The current rent as of October 1, 2017, increased to \$1,710.00. The landlord continues to hold the tenant's \$825.00 security deposit paid on July 14, 2015.

The 1 Month Notice identified the following two reasons for seeking an end to this tenancy for cause:

Tenant is repeatedly late paying rent.

Tenant or a person permitted on the property by the tenant has:...

- *put the landlord's property at significant risk.*

The landlord testified that she has not applied for an Order of Possession based on the 1 Month Notice, as yet. Rather, she submitted the current application for an end to this tenancy. In her written evidence and her sworn testimony, the landlord maintained that there have been a number of incidents involving the tenant, which have led those in this strata building to feel unsafe and threatened by the tenant.

One of the incidents of concern occurred on August 30, 2017, when the police attended the rental unit, attempted to enter without success, and had to break the door down to follow up on what they believed was a mental health problem as the tenant had been demonstrating suicidal behaviours. The landlord testified that the tenant had to be removed from the rental unit that evening by emergency service personnel. In addition to the damage to the significant damage to the door, this incident caused stress to those living on the same floor as the tenant.

The landlord's witness YP testified that on October 19, 2017, the tenant pounded on her door several times. When YP did not answer the door, YP's husband found an incomprehensible handwritten note on their door the following morning. YP testified that the tenant would be the only person she could think of who would have posted such a note on her door. YP said that she was not sure what the note says, as it appears to be written in some foreign language. She said that she and her family are scared of the tenant and her strange behaviours.

The brother of YP, Witness KP, also lives on the same floor of this strata building. He also gave sworn testimony at the hearing. He confirmed the landlord's claim that he tried to make out the letters on the note on YP's door, and used Google translate to

determine that two of the words said “Brute” and “Murder.” However, KP said that he did not know what language the note was using and relied solely on Google translation as he did not know what the note said.

The landlord and her two witnesses also gave sworn testimony, supported by emails and other documents to outline a number of other concerns about the tenant’s behaviours. They all mentioned that there were a number of complaints about smoke coming from the tenant’s rental unit, which they suspected was marijuana. They also testified that the tenant yells and screams at times, disturbing those residing in the strata building. The landlord said that the strata council has issued a number of violation letters regarding the tenant’s actions. The landlord mentioned several times that the tenant had not been truthful to her. She also said that the tenant had been late in paying her monthly rent many times over the past six months.

The landlord’s witnesses testified that they do not feel safe in their strata units because of the tenant, particularly after the incident where the police removed the tenant from her rental unit on August 30. The landlord and the witnesses confirmed that they did not know what the note in question said, or even which language it was using. They also testified that the tenant has not made any threats against them.

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 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.

While the landlord has issued a 1 Month Notice, the only reason cited on that Notice included in those specified in the first portion of section 56 would be that the tenant has put the landlord's property at significant risk. This would seem to be limited to the damage to the door, which was actually caused by the police in their efforts to enter the rental unit on August 30.

The landlord maintained that she chose to seek an early end to this tenancy because of the escalation of the tenant's behaviours over the past few months. Although Witness YP and her family may have felt uncomfortable when the tenant knocked on her door on October 19, I do not find that this action would make it unreasonable or unfair for the landlord to have to wait until the 1 Month Notice could take effect. I also find that the evidence surrounding an incomprehensible note placed on YP's door, which the landlord and her witnesses maintain must have been written by the tenant, is sufficient to render it unreasonable or unfair to wait for the 1 Month Notice to take effect. I find the sworn testimony regarding the two words that Witness KP claims to have translated from a scribbled and basically undecipherable note in a language he could not even identify added very little to the landlord's case.

While I understand that the tenant's behaviours concern the landlord's witnesses and the landlord, section 56 of the *Act* establishes a high standard for ending a tenancy early. In this case, the landlord and her witnesses could not identify any threats uttered by the tenant. Although they suspect that the note found on YP's door on October 20 was likely from the tenant and that this note expressed some type of threat, they could not make out the letters in the note and conceded that they could not even determine the language of the note. Other than the knocks on YP's door on October 19, 2017, the landlord has failed to demonstrate that there has been any recent escalation of behaviours by the tenant that would make it unreasonable or unfair to require the landlord to undertake the standard process for obtaining an end to this tenancy following her issuance of the 1 Month Notice on October 16. I understand that the landlord and her witnesses would like this tenancy to end more rapidly than could be achieved through using the standard process following the issuance of the 1 Month

Notice. However, I find that the landlord has fallen far short of the standard required to obtain an early end to this tenancy pursuant to section 56 of the *Act*. Therefore, I dismiss the landlord's application as I find it neither unreasonable nor unfair that the landlord would need to wait for her 1 Month Notice to take effect.

Conclusion

I dismiss the landlord's application for an early end to this tenancy. This tenancy continues until ended in accordance with the *Act*.

As mentioned at the hearing, my decision does not impact the landlord's ability to apply for an end to this tenancy for cause pursuant to the 1 Month Notice she has already issued on October 16, 2017.

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: November 17, 2017

Residential Tenancy Branch