



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            ET, FF

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed on March 9, 2018 wherein the Landlord sought an early end to tenancy pursuant to section 56(1) of the *Residential Tenancy Act* (the "*Act*"), and to recover the filing fee paid to file the application.

The hearing was scheduled for 11:30 a.m. on April 11, 2018. Only the Landlord, N.L. called into the hearing. He gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that on March 14, 2018 he personally served the Tenant with the Notice of Hearing and the Landlord's Application. The Landlord further testified that his girlfriend, M.M., witnessed service on the Tenant; a signed document introduced in evidence by the Landlord confirms M.M. witnessed this service. Based on this undisputed testimony, I find the Tenant was duly served as of March 14, 2018 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?
2. Should the Landlord recover the filing fee paid?

### Background and Evidence

The Landlord, N.L., testified that the tenancy began approximately two years ago. The Tenant rents one of two basement suites in the Landlord's home. The Landlord, V.P.L. and N.L. reside upstairs and N.L.'s grandmother (who is in her 80's) lives in the other basement suite.

N.L. stated that the Tenant is aggressive and violent and has an extensive record of charges for assault.

In the within application the Landlords allege that the Tenant has been engaged in illegal activity which has caused damage to the rental unit as well as potentially threatening the security, safety or physical well-being of the Landlord's family.

N.L. stated that the Tenant smokes in the rental unit and to hide the smell runs the fan in the bathroom constantly. He also stated that he suspects she is making and/or selling illegal drugs from the rental unit. He also stated that when the Tenant and her guests and/or family fight, it sounds as though they are damaging the rental unit.

In support of the Application, the Landlord provided digital evidence including:

- an audio recording of the Tenant's daughter, K.K. yelling and swearing at the Tenant alleging they are bringing escorts into the rental unit;
- an audio recording of the Tenant and others fighting in the rental unit;
- copies of text messages (from April 2016) wherein the Tenant swears at and threatens the Landlord, N.L. because the internet was not working; and,
- copies of handwritten notes written by the Tenant to the Landlord's grandmother wherein the Tenant writes: "Keep your junk mail away from me or else".

N.L. stated that he provided a copy of the text message from April 2016 to show how aggressive the Tenant's communication is. He further stated that the Tenant's aggressive behaviour has been more pronounced of late and at present his grandmother is very frightened of the Tenant based on the threats she has made to her.

N.L. also stated that the police have attended the rental unit due to fighting in the rental unit and have informed the Landlord that the rental unit has been damaged and is in poor condition.

### Analysis

In the absence of any evidence from the Tenant, who did not appear despite being properly served with notice of this proceeding, I accept the Landlord's undisputed version of events which is corroborated by their evidence.

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month Notice to End Tenancy if there is evidence that the tenant(s) have breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy. For clarity I reproduce that section as follows:

**56** (1) A landlord may make an application for dispute resolution to request an order

(a) 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) granting the landlord an order of possession in respect 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.

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find that the Tenant has significantly interfered with or unreasonably disturbed the Landlord and the Landlord V.L.'s mother (N.L.'s grandmother).

I accept the Landlords' submissions that the Tenant's aggressive behaviour has escalated and that she has now threatened the Landlords' elderly family member. The Tenant's response to inoperable internet, or misdirected "junk mail" indicates she is prone to aggressive and threatening behaviour. The audio recordings of fighting in the rental unit further indicate the Tenant and her friends are involved in violent altercations which sound as though they may have caused damage to the rental unit. Threats to Landlords or other occupants of the rental building are entirely unacceptable in a tenancy. This landlord-tenant relationship has deteriorated and escalated with the possibility for others to suffer loss or injury.

Based on the forgoing conclusions, I find it would be unreasonable to wait to wait until the effective date of a 1 Month Notice. Therefore, I grant the Landlords' application to end this tenancy early.

#### Conclusion

**The Landlords are granted an Order of Possession effective two days after service upon the Tenant.** In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

Having been successful in their application, the Landlords are entitled, pursuant to section 38 and 72 of the *Act* to recover the \$100.00 filing fee from any security deposit held.

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 11, 2018

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Residential Tenancy Branch