



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession to end the tenancy early.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing and were affirmed to be truthful in their testimony. No one called in for the Tenant during the approximately 12 minute hearing. As the Tenant was not present, service of the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed.

The Landlord submitted a registered mail receipt in evidence and testified that this was their Notice of Hearing documents along with a copy of their evidence sent to the Tenant at the rental unit address. Entering the tracking number on the Canada Post website confirms the package as claimed by the Tenant. I find that the Tenant was duly served in accordance with the *Act*.

Issue to be Decided

Should the Landlord be granted an Order of Possession to end the tenancy early?

Background and Evidence

The Landlord provided affirmed and undisputed testimony regarding the tenancy. The tenancy began on July 1, 2014 and a security deposit in the amount of \$425.00 was

paid at the outset of the tenancy. Current rent in the amount of \$956.00 is due on the first day of the month.

The Landlord submitted in evidence a warning letter dated April 27, 2018 in which they advised the Tenant that they had received reports of loud yelling and aggressive behaviour. The letter stated that should the behaviour continue, a One Month Notice to End Tenancy for Cause (the "One Month Notice") would be issued.

A second warning letter was provided to the Tenant on May 7, 2018 stating that further complaints regarding the Tenant's behaviour had been received and as such, a One Month Notice would be issued.

The Landlord posted a One Month Notice on the Tenant's door on May 8, 2018. The One Month Notice states the cause as the following:

- The tenant or a person permitted on the residential property by the tenant has:
 - Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property

The Landlord testified that they have not received notification that the Tenant has applied to dispute the One Month Notice.

The Landlord also submitted into evidence emails, texts and letters from other residents of the rental building as well as staff members. This documentary evidence notes the following incidences:

- April 23, 2018: Tenant yelling loudly and threatening service workers on the property. Ranting very loudly and aggressively.
- April 26, 2018: Tenant is ranting loudly on his balcony using profanity and threats.
- April 27, 2018: Tenant is ranting loudly on balcony with profanity and threats. Police called.
- April 30, 2018: Tenant threatening another resident of the building through yelling profanities.
- May 4, 2018: Tenant yelling, raging and threatening others. Police called and showed up at 2:00 am.
- May 10, 2018: Tenant yelling and slamming doors.

- May 11, 2018: Tenant yelling, swearing and slamming doors.
- May 12, 2018: Tenant yelling, swearing and slamming doors.
- May 16, 2018: Tenant yelling out from patio and slamming doors. Police called.

The Landlord testified that they are very concerned for the safety and security of the other residents of the building, as well as their own safety.

Analysis

The Landlord provided affirmed and undisputed testimony and evidence regarding the behaviour of the Tenant that led to the issuance of the One Month Notice dated May 8, 2018.

In accordance with Section 47(4) of the *Act*, a Tenant has 10 days from receiving the One Month Notice to dispute the notice to end tenancy. If the Tenant does not dispute the notice within the 10 days allowable under the *Act*, pursuant to Section 47(5)(a), they are conclusively presumed to have accepted that the tenancy ends on the effective day of the notice.

Although the One Month Notice dated May 8, 2018 states the end of tenancy date as June 8, 2018, I note that in accordance with Section 47(2), notice of one full rental month must be provided. As such, a notice issued on May 8, 2018, would end the tenancy on June 30, 2018.

However, the Landlord applied for an early end of tenancy under Section 56 of the *Act*. Pursuant to Section 56(2)(a)(i), an order may be made to end the tenancy earlier than the date on a notice to end tenancy if satisfied that the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property

Based on the evidence and testimony of the Landlord, I find that the behaviour and actions of the Tenant have caused significant interference, disturbance and safety concerns to the other residents of the building, to the Landlord and to guests and workers on the rental property. As such, I find that this tenancy should end as soon as possible and I therefore grant the Landlord a two (2) day Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 25, 2018

Residential Tenancy Branch