



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on November 5, 2018 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession; and
- an order granting recovery of the filing fee.

The Landlords attended the hearing at the appointed date and time, and were accompanied by J.G. and A.G., agents. M.J. and J.G. provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlords, J.G. testified the Application package and a subsequent documentary evidence package were served on the Tenant by registered mail on November 9 and 17, 2018, respectively. Tracking numbers were provided in support. In the absence of evidence to the contrary, and pursuant to section 71 of the *Act*, I find the Application package and documentary evidence were sufficiently served for the purposes of the *Act*.

The Landlords were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Are the Landlords entitled to an order of possession?
2. Are the Landlords entitled to recover the filing fee?

Background and Evidence

A copy of the fixed-term tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on June 1, 2018, and was expected to continue to May 31, 2019. Rent in the amount of \$1,350.00 per month is due on or before the first day of each month. The Tenant paid a security deposit of \$675.00, which the Landlords hold.

The Landlords wish to end the tenancy. M.J. testified the Tenant became “belligerent” within weeks of the beginning of the tenancy. However, the Landlords also submitted recent evidence in support of their request for an order of possession. First, the Landlords submitted a copy of a telephone voice message left by the Tenant, in which she threatens legal action. She stated: “I’m going to sue you in so many directions you’re going to need a compass.” The Tenant also stated in the voice message that she would be sleeping in a tent in the driveway. She stated she had “a pellet rifle...and another gun too” she would use if approached.

Second, the Landlords received a text message from the Tenant, dated October 4, 2018, which stated:

...next time you enteryou enter at your own risk...I will not hesitate to protect myself from your bullying anymore...you have been warned...

[Reproduced as written.]

Finally, in a subsequent text message from the Tenant on or about November 12, 2018, the Tenant stated:

If you enter...you will be destroying my property...doors are booby trapped and you will damage knowingly...call police if you want...you gave them key once already...

[Reproduced as written.]

The Tenant did not attend the hearing to dispute the Landlords' evidence.

Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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...

- (a) *The tenant or a person permitted on the residential property by the tenant had 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 landlords 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.*

[Reproduced as written.]

In this case, the Landlords' unchallenged evidence indicated that the Tenant has made threatening remarks, including the threatened use of a pellet rifle and "another gun too". As a result, I find no difficulty in concluding that the Tenant has significantly interfered with or unreasonably disturbed the Landlords, and has jeopardized a lawful right or interest of the Landlords. Further, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlords have demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlords are entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlords are granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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: December 3, 2018

Residential Tenancy Branch