



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GWG HOLDINGS CALGARY
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On April 25, 2019, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing; however, the Tenants did not attend the hearing. All in attendance provided a solemn affirmation.

The Landlord advised that the Tenants were served the Notice of Hearing package and evidence by registered mail on or around May 1, 2019 and he testified that the Tenants accepted this package. Based on the undisputed, solemnly affirmed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were deemed to have received the Notice of Hearing package and Landlord’s evidence five days after it was mailed. However, the Landlord advised that he did not serve the Tenants with the videos that were submitted to the Residential Tenancy Branch as evidence. As such, these videos were excluded and not considered when rendering this decision. The Landlord was still permitted to provide testimony with respect to the content of the videos.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

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

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord stated that the tenancy started on April 1, 2017 and rent was currently \$695.00 per month, due on the first of each month. A security deposit of \$347.50 was also paid.

He advised that the previous tenant living above the Tenants complained about the behaviour of the Tenants, especially that of Tenant C.V. He stated that this upstairs tenant called the RCMP multiple times and eventually moved out because of the issues that the Tenants were causing. He submitted that the rental unit was subsequently left vacant for some months.

He then stated that a new tenant moved upstairs and has complained of harassment and behavioural issues of the Tenants. He advised that the Tenants would call the police, and when the police would attend and investigate the nature of the complaint, the Tenants would actually be determined to be at fault. He advised that the RCMP would contact him and request that he deal with the Tenants, as their constant attendance at the rental unit on account of the Tenants' behaviour is a waste of resources.

He submitted that he is concerned for the upstairs tenant's safety as Tenant C.V. has been charged with uttering threats, criminal harassment, and has a no contact order against the upstairs tenant. He referenced a document entitled Undertaking Given to a Peace Officer or an Officer In Charge, that was submitted as documentary evidence, that supports his position that Tenant C.V. has charges against him.

In addition, the Landlord advised that he is concerned with damage that the Tenants have caused to the rental unit. As well, he submitted that there was an unsubstantiated break-in to the upstairs tenant's unit where the tenant stated that Tenant C.V. admitted to the break-in. The Landlord advised that Tenant C.V. is verbally abusive to him and his property manager and they have a difficult time managing the property because of it.

Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.

Based on the undisputed evidence and affirmed testimony before me, I am satisfied that Tenant C.V. has been charged with uttering threats and criminal harassment and that he has a no contact order against the upstairs tenant. Furthermore, I am satisfied that these behaviours are intentional, aggressive, and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

The Landlord must also demonstrate that "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 for cause” to take effect. Based on the undisputed evidence of Tenant C.V.’s ongoing, troublesome behavior, I accept that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants 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: May 28, 2019

Residential Tenancy Branch