



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On June 26, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord was assisted by legal counsel and a social worker.

The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding and documentary evidence by posting the documents to the Tenant’s door on July 4, 2019. The Landlord also provided a proof of service document where a witness confirms that he was present when the documents were attached to the door on July 4, 2019. The proof of service document indicates that the Tenant refused an attempt by the Landlord to serve the documents to the Tenant in person. Pursuant to section 71(2)(b) of the Act, I find that the Tenant has been sufficiently served with notice of the hearing documents for the purposes of the Act.

The hearing process was explained. The Landlord provided with an opportunity to ask questions about the hearing process. The Landlord provided affirmed oral testimony and was given an opportunity to make submissions during the hearing.

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.

Background

The Landlord and Tenant are related and live in the same house. The Tenant lives in a self-contained basement suite.

The Landlord testified that the tenancy began in the summer of 2006. The Landlord testified that rent in the amount of \$600.00 is due to be paid to the Landlord by the first day of each month.

On June 26, 2019, the Landlord applied for dispute resolution seeking an early end to the tenancy and an order of possession for the rental unit.

The Landlord provided testimony that the Tenant has recently engaged in behavior that puts the Landlord's property at risk by damaging the property and by has affected the safety or physical well-being of the Landlord.

The Landlord testified that the Tenant has put up barricades around the exterior of the rental property; has damaged downspouts; removed a fence panel; damaged landscaping; and damaged a glass deck table.

The Landlord testified that the Tenant has mental health issues and acts aggressively towards the Landlord. She testified that he displays intimidating behavior by throwing things against her area of the home. She testified that the Tenant was removed from the rental property by police in June 2019, and was kept as an involuntary patient at the hospital due to his mental health issues. She testified that the Tenant has been taken to the hospital on five occasions due to his condition.

The Landlord testified that she is in such fear of the Tenant that she left her home to stay in a hotel for a week in June 2019. She testified that when she returned she noticed that the Tenant had unlawfully entered her home through a locked laundry room door and had gone through her possessions. The Landlord testified that during this incident the Tenant broke into her locked bedroom damaging the bedroom door. The Landlord provided photographs she took of the damaged door and her possessions that had been disturbed by the Tenant.

The Landlord testified that approximately one month ago the Tenant threatened her by saying that she should die.

Ms. B.K. submitted that the Tenant left the hospital against the advice of the doctors and he exhibits aggressive and paranoid behaviors which creates an unsafe environment for the Landlord.

Ms. D.S. submitted that the Tenant's behavior is negatively affecting the Landlord's health.

The Landlord testified that she is not prepared to carry on with him living in the home. The Landlord wants the tenancy ended and an order of possession for the rental unit.

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order 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 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Analysis

An application for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Based on the testimony of the Landlord and the documentary evidence before me, I make the following findings:

I find that the Tenant unlawfully entered the Landlord's home by-passing a locked laundry access door and by damaging the Landlord's locked bedroom door. I accept the evidence that the Tenant has a mental health condition and based the evidence of his recent behavior; I find that the Tenant is acting aggressively and unpredictably towards the Landlord. I find that the Tenant adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the Landlord.

I find that the Landlord has provided sufficient evidence to support ending the tenancy and I find that it would be unreasonable to the Landlord, to have to issue a One Month Notice to End Tenancy for Cause and wait for that notice to take effect. Therefore, I am ordering that the tenancy is ending early.

I find that the Landlord is entitled to an order of possession, effective one day after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I grant that the Landlord a monetary order in the amount of \$100.00.

Conclusion

The Tenant has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the Landlord.

The tenancy is ending.

The Landlord is granted an order of possession effective after one (1) day service on the Tenant.

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: July 18, 2019

Residential Tenancy Branch