



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DELANEY PROPERTIES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on July 26, 2019 (the "Application"). The Landlord 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 Landlord was represented at the hearing by J.S., an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, J.S. testified the Application package was served on the Tenants by attaching a copy to the door of the Tenants' rental unit on August 8, 2019. Service in this manner is an approved method of service pursuant to the order of the executive director of the Residential Tenancy Branch, made on June 26, 2019. A Proof of Service document confirms service in this manner was witnessed by B.S. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. Therefore, I find the Tenants are deemed to have received the Application package on August 11, 2019.

J.S. was 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. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirms the fixed-term tenancy began on March 1, 2019, and was expected to continue to September 1, 2019. Rent in the amount of \$650.00 per month is due on the first day of each month. The Tenants paid a security deposit in the amount of \$325.00, which the Landlord holds.

The Landlord wishes to end the tenancy. On behalf of the Landlord, J.S. testified there have been numerous incidents involving the Tenants. These have required the regular attendance of the R.C.M.P., and a constable has been specifically assigned to address the incidents involving these Tenants. The incidents have included:

- the Tenants' dog (which has since been removed) has attacked other residents and their pets;
- the Tenants engage in domestic disputes and disputes with other residents;
- "extreme drug use"; and
- damage to rental unit including a broken window, door off hinges, and holes in walls.

In support, the Landlord submitted a number of screen prints of text messages from other residents complaining about the Tenants' behaviour, and the Landlord's confirmation that the R.C.M.P. had been contacted. Several of the text messages included a threat to end the tenancy if something was not done.

The Tenants did not attend the hearing to dispute the Landlord's 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, I find that attacks by the Tenants' dog, disruption caused by fighting, and damage to the rental unit significantly interfered with or unreasonably disturbed another occupant and the Landlord, have seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, and have put the Landlord's property at significant risk. Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective one (1) day after it is served on the Tenants. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

### Conclusion

The Landlord is granted an order of possession, which will be effective one (1) day after service on the Tenants. 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: August 19, 2019

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Residential Tenancy Branch