



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC.
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

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 pursuant to Section 56 of the *Act*, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

Four agents for the Landlord (the “Landlord”) were present for the hearing while no one called in for the Tenant. The agents were affirmed to be truthful in their testimony and stated that they served the Tenant in person with the Notice of Dispute Resolution Proceeding package and a copy of their evidence on September 18, 2019. The Landlord submitted a proof of service form signed by a witness confirming in person service on September 18, 2019 and therefore I find that the Tenant was served on this date in accordance with Sections 88 and 89 of the *Act*.

I have considered all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Is the Landlord entitled to an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided undisputed testimony on the tenancy which was confirmed by the tenancy agreement that was submitted into evidence. The tenancy began on May 1, 2014. Currently the Tenant's portion of the rent is \$466.00 due on the first day of each month. The Tenant paid a security deposit of \$273.00 at the start of the tenancy.

The Landlord stated that they became aware that the Tenant was moving and tampering with the surveillance cameras in the residential property. As such, they served him with breach letters regarding the concerns. They submitted a copy of two letters dated September 13, 2019 and September 16, 2019 in which they notify the Tenant that he was seen tampering with the cameras and that these actions will not be tolerated due to safety concerns.

The Landlord testified that when serving a breach letter on September 16, 2019 the Tenant was aggressive and threatening towards the building manager and was yelling and swearing. They submitted video surveillance evidence of the incident and noted that the Tenant forcefully pushed the letter into the agent. Although there is no audio in the video recording, the Tenant is seen speaking closely to the agent, pointing a finger at him and forcing the paper onto the agent's shoulder.

The Landlord stated that on September 17, 2019 they attended the rental unit to serve the Tenant with a One Month Notice to End Tenancy for Cause (the "One Month Notice"). They stated that when attending the rental unit, the Tenant shoved an agent in the chest pushing him backwards. They also noted that the Tenant was swearing and calling the agents names. The Landlord submitted video footage of this incident along with a written description of what occurred as there is no audio in the video. In the video recording the Tenant is seen closing the door on the agents as they attempt to speak to the Tenant and serve the notice. In the written description dated September 17, 2019 the agent describes the Tenant pushing another agent's chest to push him back into the hallway. They also describe name calling, swearing and yelling, including the Tenant yelling obscenities at the agents down the hallway as they were leaving.

The Landlord submitted a copy of the One Month Notice into evidence with an effective end of tenancy date of October 31, 2019. They testified that they are not able to wait to enforce the One Month Notice due to the serious safety concerns for themselves and the other residents in the building. They stated that due to the aggression towards one of their agents in particular, as shown on the video from the incident on September 16,

2019, they are not comfortable having this agent work alone due to the aggression and threats directed towards him.

The Landlord also noted that the Tenant did not pay rent for October 2019 and that he was served with a 10 Day Notice to End Tenancy for Unpaid Rent.

Analysis

Section 56 of the *Act* provides reasons why a landlord may apply to end the tenancy early, including the following as stated in Section 56(2)(a):

(2) 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, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has 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 landlord's property at significant risk

I accept the undisputed testimony and evidence of the Landlord and find that the Tenant has put the Landlord's property at risk through tampering with the surveillance cameras and has seriously jeopardized the safety and lawful right of the Landlord through physical aggression, threats and the use of foul language and name calling. I accept the testimony of the Landlord that the actions of the Tenant have caused serious concerns for the safety of the agents of the Landlord and find it unreasonable that an agent should not feel safe while performing the duties of their job such as service of notices and other documents.

As stated in Section 56(2)(b) of the *Act*, to end the tenancy early, a landlord must also establish that it would be unfair or unreasonable to wait for a One Month Notice to take effect. Although the Landlord did serve a One Month Notice to the Tenant, they provided testimony and evidence regarding the aggression and verbal abuse they experienced from the Tenant while serving the One Month Notice which led in part to the application under Section 56 of the *Act*.

I accept the Landlord's submissions that they need the tenancy to end earlier than the effective date of the One Month Notice due to the confrontations they have had with the Tenant and concern for their safety with the potential for similar confrontations in the future. Accordingly, due to the aggression witnessed on the video recordings and the Landlord's testimony regarding their concerns for their safety, I accept that it would be unreasonable for the Landlord to wait for the One Month Notice to take effect.

As such, I find that the Landlord has met the burden of proof to establish that they are entitled to an Order of Possession pursuant to Section 56 of the *Act*. Therefore, I grant the Landlord a two-day Order of Possession.

As the Landlord was successful with their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00. The Landlord may retain this amount from the security deposit.

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.

Pursuant to Section 72 of the *Act*, I grant the Landlord the recovery of the filing fee in the amount of **\$100.00**. The Landlord may retain this amount from the security deposit and therefore the security deposit held by the Landlord is now \$173.00.

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: October 11, 2019

Residential Tenancy Branch