



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution in which the Landlord sought an early end to tenancy as well as recovery of the filing fee.

The hearing of the Landlord's application was scheduled for teleconference at 9:30 a.m. on October 10, 2019.

Only the Landlord, his wife, and his son called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 10:11. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and his family and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that they personally served the Tenant with the Notice of Hearing and the Application on September 16, 2019. Both the Landlord and his son, D.L. were present when the Tenant was personally served and both gave testimony about this service.

I accept the Landlord and his son's testimony regarding service of the Tenant and find the Tenant was duly served as of September 16, 2019 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The Landlord confirmed that the rental unit is the basement suite in a home owned by the Landlord. The Landlord stated that the unit is identified as "Basement Suite 1". I therefore amend the Landlord's Application to note that the specific address of the rental unit.

The Landlord also confirmed their email addresses during the hearing as well as their understanding that this Decision would be emailed to them.

### Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?
2. Should the Landlord recover the filing fee?

### Background and Evidence

The Landlord stated that the tenancy began approximately two years ago. The Tenant pays \$675.00 per month. The Landlord and his family reside in the upper unit and there are two rental units in the basement, including the subject rental unit. The two units are separated by an area to which the Landlord also has access.

On the application the Landlord indicated that on August 14, 2019 the Tenant slashed four tires on one SUV (owned by D.L.) and two tires on a second SUV (owned by the Landlord). The Landlord also indicated that the Tenant tried to kick the door down on the other basement suite. The Landlord's son confirmed that they have security cameras at the house and upon reviewing the tapes they saw that it was the Tenant who slashed the tires.

When the Tenant's brother returned the Landlord's son spoke to the Tenant's brother and showed him the footage. The Tenant's brother apologized to the Landlord and said that he was going to pay for the damage. The Tenant's brother also stated that he

would remove his brother from the rental, remove his items and have him moved out by the end of August.

The Landlord called the police on August 14, 2019. The police attended a few hours later however by the time the police arrived the Tenant had left the rental property.

On approximately August 17, 2019 the Tenant's brother brought the Tenant back to the rental unit. The Landlord's son stated that they did not know, until they checked the surveillance camera that the Tenant had returned.

The Landlord stated that approximately two weeks later (near the end of August) the Tenant was banging on the wall and yelling and screaming in his rental unit. He stated that the Tenant then put a knife through the wall which was visible to the Landlord as the knife went through the wall to the middle of the basement where the Landlord has a staircase.

The Landlord's wife, B.L., also testified. She stated that she was home at the time the Tenant was banging on the walls and yelling and screaming and also when he put the knife through the wall. She stated that the Tenant was talking to himself and was saying "I am going to hurt hurt hurt the family". She stated that she understood his comments to be directed to the Landlord's family.

B.L. stated that she called her husband who was at work. When he came back to the house he saw the hole in the wall which was created by the knife. The Landlord then called the police.

When the police arrived, approximately one hour later, they spoke to the Tenant. The Landlord was not aware if the Tenant was charged or not.

The Landlord stated that although the Tenant has "calmed down" to some extent since the police attended they are scared because they have small grandchildren, who are 10 and 8 years old and who also live in the rental building.

The Landlord stated that although the Tenant's brother offered to pay for the damage to the Landlord's vehicles, he has now blocked his number and is not answering the phone.

### Analysis

Based on the above, the Landlord's undisputed testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

I accept the Landlord's evidence that the Tenant slashed the tires on his vehicle as well as his son's. I also accept his evidence that the Tenant was yelling and screaming in his rental unit and put a knife through the rental unit wall into the Landlord's area of the rental building. I accept his wife's testimony that the Tenant was making threatening comments about the Landlord and his family. It is clear, based on the testimony of the Landlord, his son, and his wife, that the Tenant's erratic behaviour has been very frightening to his family, particularly as there are two small children living above the rental unit.

On the basis of the testimony before me, I find the tenant has significantly breached the tenancy agreement and the *Act* by unreasonably disturbing the Landlord and other occupants in the building. Based on this conclusion, I find that the Landlord has established sufficient cause to end this tenancy early.

I have also considered whether it would be unreasonable or unfair to the Landlord to wait for a one month notice to end tenancy to take effect. I find the Tenant's behaviour to be sufficiently concerning and unpredictable that it would be unreasonable to wait for a one month notice to end tenancy to take effect. I find that such a wait may create an unsafe environment for the Landlord and his family.

I grant the Landlord's application to end this tenancy early. I also grant the Landlord an Order of Possession effective **two (2) days** after it is served upon the Tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that court.

As the Landlord has been successful in his application, I find he is entitled, pursuant to section 72 of the *Act* to recover his filing fee. I therefore grant him a Monetary Order for

\$100.00. This Order must also be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The Landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted.

The Landlord is granted an Order of Possession and a monetary Order for \$100.00 representing recovery of the filing fee.

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 15, 2019

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Residential Tenancy Branch