



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes      ET FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for an early end to the tenancy pursuant to section 56;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 10:00 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord's son G.A. testified that on November 7, 2019, a copy of the Application for Dispute Resolution, Notice of Hearing was personally served by him to the tenant. A video clip was submitted as proof of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to an order of possession for an early end to the tenancy?  
Is the landlord entitled to recover its filing fee?

### Background & Evidence

The rental unit is a unit in a motel rented monthly to the tenant. The motel complex has 16 units. The tenancy began two years ago, and the monthly rent is \$600.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$300.00 at the start of the tenancy.

The landlord's son G.A. represented the landlord in this hearing. The landlord submitted two video clips of incidents involving the tenant. G.A. testified that the first clip is from mid-August. G.A. testified that in this clip, his brother S.A. was knocking on the tenant's door to do repairs. G.A. submits that the tenant started swearing and verbally threatened S.A. and stated, "I will slit your throat", which can be heard on the video clip.

G.A. submits that the second video clip is of the tenant pouring hot water out of his window down onto workers who were doing repair work on the outside of the complex. G.A. testified that the police were called, and the tenant was arrested. G.A. testified that this incident occurred on October 2, 2019. G.A. testified the tenant also broke the window to his unit a few months prior which can also be seen in the video.

G.A. testified that since the filing of this application, the tenant has also hit one of the workers in the head with a 2x4 and has left water running inside the unit causing additional damage to the property.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a One Month Notice for cause to take effect.

I find the evidence supports a finding that the tenant has put the landlord and the landlord's property in significant risk. The video evidence submitted by the landlord shows the tenant threatening the landlord's son and pouring water out of his broken window onto workers below. In the circumstances I find it would be unreasonable, or unfair to the landlord to wait for a One Month Notice for cause to take effect.

Accordingly, I find that the landlord is entitled to an order for possession effective immediately after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court. As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the tenant's security deposit.

### Conclusion

I grant an Order of Possession to the landlord effective **immediately** 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.

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: November 22, 2019

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Residential Tenancy Branch