



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

ET, FFL

### Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for an Order of Possession, for an early end to the tenancy, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on November 07, 2019 two copies of the Dispute Resolution Package and evidence the Landlords submitted to the Residential Tenancy Branch on November 04, 2019 were posted on the door of the rental unit by the male Landlord. The Landlords submitted a witnessed Proof of Service that corroborates this submission. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the Tenants did not appear at the hearing.

The Agent for the Landlord stated that additional evidence was submitted to the Residential Tenancy Branch after November 04, 2019. She stated that at the time of submission she was not aware that the Landlords had to submit all of their evidence with the Application for Dispute Resolution, given that this is an expedited hearing. She stated that she understands none of the evidence submitted after November 04, 2019 will be accepted as evidence for these proceedings and no "late" evidence was considered.

All parties in attendance at the hearing affirmed that they would provide the truth, the whole truth, and nothing but the truth.

### Issue(s) to be Decided

Should this tenancy end early and, if so, should the Landlord be granted an Order of Possession?

## Background and Evidence

The Agent for the Landlord stated that:

- The tenancy began on May 21, 2019;
- Rent was due on either the first day of the month or the last day of the preceeding month;
- The rent cheque provided by the Tenant for rent in November of 2019 was returned due to insufficient funds;
- The Landlords posted a Ten Day Notice to End Tenancy on the door of the rental unit;
- At approximately 10:30 a.m. on November 02, 2019 the Landlords received a telephone call from the Tenant;
- In the telephone call the Tenant expressed her anger about the Landlords attempting to cash her rent cheque for November of 2019;
- The Tenant was angry during the phone call;
- Shortly after the telephone call ended the Landlords heard loud banging in the rental unit and they heard the Tenant screaming;
- As a result of the noises in the rental unit, the Landlords called the police;
- The police arrived at approximately 10:45 a.m. on November 02, 2019;
- While the police were inside the Landlords' home the Tenant knocked on the front door;
- The police blocked the front door so the Tenant could not enter, and the Landlords/Agent for the Landlord could not see the Tenant;
- During her encounter with the police at the front door the Tenant was swearing and yelling;
- The police went outside to speak with the Tenant;
- The Agent for the Landlord opened the window so she could hear the conversation between the police and the Tenant;
- She overheard the Tenant declaring that the Landlords should not have cashed her cheque for November of 2019;
- She overheard the Tenant tell the police that she was "getting her money somehow" and she heard the Tenant say "don't let me jump these people";
- The police and the Tenant moved away from the Landlord's home so the Agent could not hear the rest of their conversation;
- Neighbors told her that when the Tenant was speaking with the police, they observed her holding a dumbbell;
- Later in the day on November 02, 2019, after the Tenant had left the rental unit, the female Landlord and an electrician entered the rental unit for the purpose of repairing a hot water boiler;
- This entry had been previously approved by the Tenant;
- When the female Landlord entered the rental unit, she noticed a dumbbell near the front door and damage to the wall and doors;
- The Landlords believe this damage occurred when they heard the crashing in the unit earlier that date;

- The Landlord took photographs of the damage to the rental unit, which were submitted as evidence on November 04, 2019; and
- Rent for November was paid on November 12, 2019.

### Analysis

Section 56(1) of the *Residential Tenancy Act (Act)* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act* and he may apply for an Order of Possession for the rental unit.

Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

On the basis of the undisputed testimony of the Landlord I find that the Landlord has grounds to end this tenancy, pursuant to section 47 of the *Act*, on the basis of the events that occurred on November 02, 2019. I find that the screaming that occurred in the rental unit and the yelling and swearing that occurred later at the Landlord's front door at the constitutes an unreasonable disturbance. I find it likely that the Tenant

damaged the rental unit on that date as a result of her anger, which has jeopardized the lawful interest of the Landlord and contributed to the unreasonable disturbance. Section 56(2)(b) if the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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.

I find that the level of violence that was associated with her anger, which resulted in the rental unit being damaged, causes me to conclude that it would be unfair to the Landlord to wait for the Landlords to serve the Tenant with a One Month Notice to End Tenancy. This would delay the end of the tenancy until at least December 31, 2019 and I find that to be unreasonable, given the Tenants behaviour.

In concluding that the tenancy should end early I was influenced, to some degree, by the Tenant's statement that she was "getting her money somehow". Although I cannot know what the Tenant meant when she made that statement, as she did not attend the hearing to explain it, it could be interpreted as a threat to cause more damage to the unit.

In concluding that the tenancy should end early I was influenced, to some degree, by the statement she made to the police, when she said, "don't let me jump these people". Although I cannot know what the Tenant meant when she made that statement, as she did not attend the hearing to explain it, it demonstrates a level of anger/violence that is wholly unacceptable in a tenancy, particularly when the Tenant and the Landlords live in the same residential complex.

I find that the Landlords' Application for Dispute Resolution has merit and that they are entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I grant the Landlords an Order of Possession that is effective **at 1:00 p.m. on November 30, 2019**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlords have established a monetary claim, in the amount of \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlords a monetary Order for \$100.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 23, 2019

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Residential Tenancy Branch