



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 by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on March 03, 2020 (the “Application”). The Landlord applied for an order ending the tenancy early based on section 56 of the *Residential Tenancy Act* (the “Act”) and reimbursement for the filing fee.

The Agent for the Landlord appeared at the hearing. The Tenant did not appear at the hearing which lasted 26 minutes. I explained the hearing process to the Agent. The Agent provided affirmed testimony.

The Landlord did not appear at the hearing. The Agent confirmed the Landlord is the owner of the rental unit. The Agent advised that he is a friend of the Landlord and confirmed he has authority to act for the Landlord in this matter.

The Agent advised at the outset that the Tenant had moved most of her belongings out of the rental unit by March 21, 2020. The Agent advised that the Tenant has not returned to the rental unit since March 21, 2020. The Agent advised that the Tenant still has some belongings in the rental unit and has not given the Landlord back the keys to the rental unit. The Agent confirmed the Landlord is still seeking an Order of Possession in the circumstances.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord’s evidence.

The Agent testified that the hearing package and evidence were served on the Tenant in person March 12, 2020. The Agent pointed to a Proof of Service in evidence signed by him. The Landlord completed the witness statement confirming service.

Based on the undisputed testimony of the Agent and Proof of Service, I am satisfied of the following. The Tenant was served with the hearing package and evidence in accordance with section 88(a) and 89(2)(a) of the *Act*. The hearing package and evidence were served in accordance with the Order dated June 26, 2019 regarding service for an expedited hearing and in accordance with rule 10.3 of the Rules of Procedure (the "Rules"). The hearing package and evidence were served in sufficient time to allow the Tenant to prepare for, and appear at, the hearing.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Agent was given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence and submissions. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early under section 56 of the *Act*?
2. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

A written tenancy agreement was submitted. The tenancy started October 25, 2019 and is for a fixed term ending October 30, 2020. The Tenant paid a \$700.00 security deposit. The agreement is signed by the Landlord and Tenant. The Agent testified that rent is \$1,400.00 per month due on the first day of each month.

The Agent testified as follows.

On February 17, 2020, a neighbour of the rental unit heard screaming from the rental unit and called police. Police attended the rental unit. Police had a Search Warrant for the rental unit. Police called the Landlord and told him there had been an assault with a weapon, robbery and forcible confinement inside the rental unit. Someone had been stabbed inside the rental unit. The Landlord attended with police and observed blood in the hall and rental unit. Someone was arrested in the rental unit and a gun was located on this person. The neighbour is scared for their life.

He attended the rental unit March 12, 2020 and observed holes cut in the ceiling of the rental unit. Police had recovered drugs from the holes.

Since the February 17, 2020 incident, people associated to the Tenant have been attending the rental unit building and throwing rocks at the windows to be let in. The Tenant has been harassing the Landlord. The Tenant left the water in the rental unit running and incurred a \$1,700.00 water bill that has been sent to the Landlord.

There is imminent danger to the life of others if the Tenant remains in the rental unit.

The Agent sought an Order of Possession effective two days after service on the Tenant.

The Landlord submitted a copy of a Search Warrant relating to the February 17, 2020 incident.

The Landlord submitted a statement from the neighbour relating to the February 17, 2020 incident and people throwing rocks at windows of the rental unit building.

The Landlord submitted a signed statement about the February 17, 2020 incident.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early where two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant...

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause under section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

I am satisfied based on the undisputed testimony of the Agent and documentary evidence submitted and referred to above, that the events on February 17, 2020 as

outlined by the Agent and referred to in the evidence occurred. I am satisfied based on the same evidence that the Tenant has significantly interfered with or unreasonably disturbed other occupants of the rental unit building and seriously jeopardized the health or safety of other occupants in the building. Given the seriousness of the events, the fact that police attended and the evidence that weapons were involved, I am satisfied it would be unfair or unreasonable to require the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect.

I am satisfied this tenancy should end pursuant to section 56 of the *Act*. Pursuant to section 56(2) of the *Act*, I issue the Landlord an Order of Possession for the rental unit which is effective two days after service on the Tenant.

Given the Landlord was successful in the Application, the Landlord is awarded reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*. The Landlord is issued a Monetary Order for this.

Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is entitled to reimbursement for the \$100.00 filing fee. The Landlord is issued a monetary order for this amount. This order must be served on the Tenant as soon as possible. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: April 02, 2020

Residential Tenancy Branch