



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Locke Property Management  
Ltd. and [tenant name suppressed to protect  
privacy]

## **DECISION**

### **Dispute Codes**

ET, FFL

### **Introduction**

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

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent and assistant attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. 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's agent and assistant and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenants were served with the landlord's application for dispute resolution via registered mail on April 22, 2020. The landlord's agent provided the tracking number during the hearing and it is located on the cover page of this decision. The Canada Post website confirms the landlord's agent's testimony and states that the tenants' received the landlord's application for dispute resolution on April 24, 2020. I find that the tenants were served in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord's agent provided the following undisputed testimony. This tenancy began on December 20, 2019 and is currently ongoing. Monthly rent in the amount of \$950.00 is payable on the first day of each month. A security deposit of \$475.00 was paid by the tenants to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlord's agent testified to the following facts. The tenants have been troubling since they moved in. The tenants currently owe two months' rent and are behind on their electrical bills. Recently the tenant had four vehicles parked at the subject rental property when only one is permitted under the tenancy agreement. The tenant removed the extra vehicles after receiving a warning. The tenants have rented the uninhabitable basement to an unauthorized person without the landlord's consent.

The landlord's agent testified to the following facts. The subject rental property is a two-bedroom townhouse and there are four separate rental units in the block of the subject rental property. All of the tenants' neighbours have complained about unreasonable noise levels. Banging, construction sounds, raised voices and music can be heard at all hours. Tenant B.M. has threatened to cause bodily harm to his neighbours because his neighbours have complained to the landlord about him. The tenants' neighbours have not provided signed statements about tenant B.M.'s threats for fear of retribution. The landlord entered into evidence signed statements from the tenants' direct neighbours, B.L. and his partner witness T.B., complaining of the high noise levels.

Witness T.B. testified that the tenants are extremely noisy and that she and her partner initially tried to speak directly with the tenants about their excessive noise, but the

tenants became volatile. Witness T.B. testified that sometime in mid April 2020 the tenants woke her and her partner up at 3:00 a.m. because the tenants were outside partying with friends and listening to loud music. Witness T.B. yelled at the tenants to be quiet and the tenants threatened to break into their property, beat them up, and damage their belongings. Witness T.B.'s partner threatened to call the police and the party broke up and the attendees went elsewhere.

Witness T.B. testified that the tenants have since threatened to keep her up all night just to make her life a living hell and she and her partner have been on edge ever since, wondering if they or their property will be damaged. Witness T.B. testified that after the tenants threatened her and her partner in April 2020 they have kept their distance and have not complained to the tenants directly when they are noisy at unreasonable hours.

The landlord's agent testified that the tenants' bad behaviours have escalated since the state of emergency was declared and it became difficult to evict tenants. The landlord's agent testified that the tenants have thrown the tenancy agreement out the window since the new rules on evictions came into place.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *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;*
- *engaged in illegal activity that 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, **and***

*it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause]... to take effect.*

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

On this occasion I find that the landlord's agent has provided me with convincing evidence for ending the tenancy earlier than a notice to end tenancy under section 47 of the *Act*. I accept the undisputed testimony of the landlord's agent, the landlord's assistant and witness T.B. I find that the tenants threatened to physically harm witness T.B. and her partner and threatened to damage witness T.B. and her partner's property. I find that such threats significantly interfered with and unreasonably disturbed witness T.B. and her partner. I find that the tenants' threats seriously jeopardized the health and safety of witness T.B. and her partner.

I find that it would be unreasonable and unfair for the landlord and the other tenants of the subject rental property to wait for a notice to end tenancy under section 47 of the *Act* to take effect. I find that it would be unreasonable for the tenant's neighbours to have to continue to live with threats of violence to themselves and their property. I therefore find that the landlord is entitled to an Order of Possession, pursuant to section 56 of the *Act*, two days after service on the tenants.

As the landlord was successful in their application for dispute resolution, I find that it is entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

Section 72(2) states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is entitled to retain \$100.00 from the tenants' security deposit.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service on the tenants**. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord is entitled to retain \$100.00 from the tenants' security deposit.

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: May 12, 2020

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Residential Tenancy Branch