



# 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 as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act, and to recover the cost of their filing fee.

The Landlord, R.T., and a translator and witness for the Landlord, J.L., ("Translator") appeared at the teleconference hearing and gave affirmed testimony. No one attended the hearing for the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only people to call into the hearing besides me were the Landlord and the Translator, who indicated that they were ready to proceed. I have also confirmed that the teleconference codes provided to the Parties were correct and that the only people on the call, besides me, were the Landlord and the Translator.

The Landlord said in the hearing that he served the Tenant with the Application Notice of Hearing, and documentary evidence by posting them on the rental unit door on April 25, 2020. The Landlord submitted a Proof of Service document, setting out that the Translator witnessed the Landlord serve these documents on the Tenant by posting them on the rental unit door. As a result of this evidence and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Application, Notice of Hearing, and documentary evidence on April 28, 2020.

I explained the hearing process to the Landlord and the Translator and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlord and the Translator were given the opportunity to provide their evidence orally and respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary and Procedural Matters

The Landlord provided his email address in the Application and confirmed it in the hearing. He did not have an email address for the Tenant, and he confirmed his understanding that the Decision would be emailed to the Landlord and mailed to the Tenant, with any orders sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the early termination of the tenancy in accordance with section 56 of the Act?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

### Background and Evidence

The Landlord cited the tenancy agreement in the hearing, confirming the following details of the tenancy. He said the periodic term tenancy began on August 29, 2018, with a monthly rent of \$880.00, due on the first day of each month. The Landlord confirmed that the Tenant paid him a security deposit of \$440.00, and no pet damage deposit.

The Landlord submitted a copy of a One Month Notice to End Tenancy for Cause ("One Month Notice"), that was signed and dated February 11, 2020, has the rental unit address, was served in person on February 11, 2020, had an effective vacancy date of March 31, 2020. The grounds set out on the One Month Notice are as follows:

- The Tenant or a person permitted on the property by the Tenant has
  - significantly interfered with or unreasonably disturbed another occupant or the landlord; and
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- The Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to:
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;

In the hearing, the Landlord said that the Tenant ignored this One Month Notice and remains living in the rental unit.

In the hearing, the Landlord said the reason he seeks an early termination of the tenancy and an order of possession is because he is worried about the safety of his kids and the other tenants, due to the Tenant's behaviour. He said the police have come to the house a lot, because the Tenant "...is doing dangerous activities, burning items inside the unit, and causing fights and physical altercations with people."

The Translator said the Landlord told him that the Tenant also tried to attack the Landlord's wife, as well, after the One Month Notice was served on him. The Landlord said that the Tenant went upstairs to the Landlord's suite when the Landlord was not home, but his wife was. The Landlord said that his wife told him the Tenant was banging on the door and windows, trying to push the door open. As a result, the Landlord's wife called the police, who, the Landlord said, detained the Tenant for 12 hours.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim, in this case, the Landlord.

Section 56 of the Act establishes grounds on which a landlord may apply for dispute resolution to request an early termination of a tenancy and an order of possession. In order to grant such an order, I need to be satisfied that the Tenant has done any 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;
3. put the landlord's property at significant risk;
4. 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;

5. has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
6. 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 tenancy under section 47 to take effect.

In this case, I find that the Landlord has established on a balance of probabilities that the Tenant did the first five actions in the above noted list. I, therefore, find that the Landlord has met the burden of proof in this matter. I further find that it would be unreasonable and unfair for the Landlord or other occupants to wait for a one month notice to end tenancy to take effect, in particular, because the Tenant ignored the One Month Notice that was served on him on February 11, 2020.

Accordingly, and pursuant to section 56(1) of the Act, I grant the Landlord an Order of Possession, which must be served on the Tenant, and which is effective two days after the date of service. Further, I grant the Landlord recovery of the \$100.00 Application filing fee, and I authorize the Landlord to deduct this from the Tenant's security deposit.

### Conclusion

The Landlord is successful in his Application. The Landlord has established on a balance of probabilities that the Tenant's behaviour warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant.

I also award the Landlord with recovery of the \$100.00 Application filing fee, which the Landlord is authorized to deduct from the Tenant's security deposit, in satisfaction of this award.

I grant the Landlord an Order of Possession, which must be served on the Tenant, and which is **effective two days from the date of service on the Tenant.**

Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 11, 2020

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Residential Tenancy Branch