



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for an order to end the tenancy early and receive an order of possession, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony and was provided the opportunity to present their evidence orally and in documentary form, and to make submissions to me. The hearing process was explained and an opportunity to ask questions was provided to the landlord.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated April 23, 2020 (Notice of Hearing), the application and documentary evidence were considered. The landlord testified that they complied with the new email service requirements from the Director and emailed the tenant on April 24, 2020 with the Notice of Hearing, application and documentary evidence. The landlord also stated that they routinely communicate with the tenant by email, phone and text. Based on the undisputed testimony and the undisputed documentary evidence, all of which I find support the landlord's testimony, I find the tenant was sufficiently served on April 27, 2020, which is 3 days after the email was sent by the landlord to the tenant. As the tenant did not attend the hearing, I consider this matter to be unopposed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The landlord confirmed the email address for both parties at the outset of the hearing and stated that they understood that the decision would be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession pursuant to section 56 of the Act for health and safety reasons?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The landlord provided a copy of the tenancy agreement. A fixed-term tenancy began on November 1, 2017 and reverted to a month to month tenancy after October 31, 2018. The landlord testified that the tenant paid a security deposit of \$747.50 but failed to pay any pet damage deposit.

The landlord referred to several letters from the Strata Council (strata) and several photos, which supports that the tenant or a guest of the tenant damaged their front entry door and has punched holes in an interior door. The letters from the strata also confirmed that other owners/residents feel unsafe in the building due to the tenant and those that the tenant allows into the building. The letters also state that the tenant has been throwing their fob to others outside to allow entry into the building. The letters also support that there has been domestic violence, which is causing safety concerns for other residents who feel unsafe.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony provided during the hearing, and on a balance of probabilities, I am satisfied that 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. I am also satisfied that it would be unreasonable and unfair to the landlord and other tenants in the rental home to wait for a notice to end tenancy under section 47 of the Act. I find the actions of the tenant to be unreasonable as I find there is no room in any tenancy for threats of arson or death.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after on the tenant. I find the tenancy ended the date of this hearing, May 15, 2020 pursuant to section 62(3) of the Act. I accept the testimony of the landlord that the tenant failed to pay rent for May 2020.

As the landlord's application is successful, I authorize the landlord to retain **\$100.00** from the tenant's \$747.50 security deposit in full satisfaction of the cost the filing fee under section 72 of the Act. I find that pursuant to section 62(3) of the Act, that the tenant's security deposit is now \$647.50 effective immediately.

Conclusion

The landlord's application is successful.

The tenancy ended this date, May 15, 2020. The landlord is granted an order of possession effective two (2) days after service on the tenant. This order of possession granted pursuant to section 56 of the Act can be enforced under *Ministerial Order M089* issued March 30, 2020 pursuant to the State of Emergency declared on March 18, 2020 and extended since that date.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenant. This order may be enforced through 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 *Act*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 15, 2020

Residential Tenancy Branch