



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- An early end to the tenancy pursuant to section 56 of the *Act*.

The hearing was convened by telephone conference call and was attended by two agents for the Landlord (the “Agents”), who provided affirmed testimony. No one appeared on behalf of the Tenant. The Agents were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As neither the Tenant nor an agent for the Tenant attended the hearing, I confirmed service of these documents as explained below.

The Agent A.H. stated that they personally served the Tenant with the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, notice of the hearing, and the documentary and digital evidence before me for review, at 10:45 A.M. on May 28, 2020, in the presence of a witness. In support of this testimony, the Agents provided a witnessed and signed proof of service document confirming that the Dispute Resolution Proceeding Package and evidence were served as described above. As a result, I find that the Tenant was personally with the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, notice of the hearing, and the documentary and digital evidence before me for review on May 28, 2020, in accordance with sections 88 and 89 of the *Act* and one day after the Notice of Dispute Resolution Proceeding Package was made available to the Landlord by the Residential Tenancy Branch (the “Branch”) in accordance with rule 10.3 of the Rules of Procedure.

The Agents stated that in addition to serving the digital evidence on the Tenant, they provided the Tenant with a letter advising them that they could assist them with

accessing and viewing the digital evidence, if required, a copy of which was submitted for my review, along with the Digital Evidence Details form, #RTB-43. As a result, I am satisfied that the Landlord or their agents complied with section 3.10.5 of the Rules of Procedure and I therefore accept this digital evidence, along with the rest of the Landlord's documentary evidence, for consideration in this matter.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Agents, copies of the decision and any orders issued in favor of the Landlord will be emailed to them at the email addresses provided in the Application.

Issue(s) to be Decided

Is the Landlord entitled to end the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

The tenancy agreement in the documentary evidence before me states that the month to month (periodic) tenancy began on August 22, 2018. There was no dispute from the Agents that this tenancy agreement accurately reflects the terms of the tenancy agreement in place or that the tenancy is a residential tenancy under the *Act*. The Agents also stated that the Tenant's rental unit is located in a multi-unit residential building operated by the Landlord.

The Agents stated that the Tenant has repeatedly brought guests onto the residential property who have been banned as a result of violence, jeopardizing the health and safety of the Landlord's agents and other occupants of the residential property. The Agents stated that the Tenant has engaged in illegal drug activity in the rental unit and on the residential property on many occasions which has adversely affected the quiet enjoyment, security, safety and physical well-being of other occupants of the residential property, and that the Tenant is very violent towards staff and other occupants of the building. The Agents stated that despite repeated attempts to work with the Tenant, this behaviour has continued, and the Tenants violent behaviour has significantly interfered with or unreasonably disturbed other occupants and the Landlord's agents of the residential property as well as seriously jeopardized their health and safety.

In support of this testimony the Agents provided three surveillance videos taken on March 21st, March 22nd, and March 27th, 2020, and numerous letters issued to the Tenant since November 29, 2018, regarding their behaviour and how it constitutes a breach of the *Act* or their tenancy agreement. The Agents stated that the breach letters submitted represent only a small portion of the Tenants infractions, and given the total number, frequency, and severity of incidents, it is unreasonable for the Landlord, the Landlord's agents or the other occupants of the building to have to wait for a One Month Notice to be served and enforced as the Tenant and their guests represent a very real and significant safety risk to the agents of the Landlord and other occupants of the residential property.

As a result, the Agents sought a two (2) day Order of Possession for the rental unit and an early end to the tenancy pursuant to section 56 of the *Act*.

No one appeared on behalf of the Tenant to provide any evidence or testimony for my consideration.

Analysis

I am satisfied based on the uncontested and affirmed testimony of the Agents and the undisputed documentary evidence before me, that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property and seriously jeopardized the health and safety of the Landlord or another occupant by bringing banned guests onto the residential property and behaving violently to staff and other occupants. Further to this, the three videos submitted by the Agents demonstrate to my satisfaction that the Tenant recently committed unacceptable acts of violence on other occupants of the residential property on at least two separate occasions and a staff member on one occasion, and as a result, I find that it would be both unreasonable and unfair to the Landlord, their agents, and other occupants of the residential property to have to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

As a result of the above, I find that the Landlord is entitled to an Order of Possession for the rental unit, effective two (2) days after service on the Tenant, pursuant to section 56 of the *Act*.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the Landlord effective **two (2) days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. 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 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: June 19, 2020

Residential Tenancy Branch