



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CML Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- recovery of the filing fee.

The landlord's agent (landlord) attended; however, the tenant did not attend.

The landlord was provided the opportunity to present his affirmed testimony, to refer to their documentary evidence, and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated June 19, 2020 (Notice of Hearing), the application and documentary evidence were considered.

The landlord provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the tenant by email on June 20, 2020. The landlord said that this was the regular email used by the landlord for correspondence with the tenant. The landlord said that he has had a conversation with the tenant and confirmed that the tenant had received the documentation.

Documents sent by email are deemed served three days after they are sent pursuant to the State of Emergency email service guideline in effect at the time. I find the tenant was deemed served on June 23, 2020 and as he did not attend the hearing, I consider

this matter to be unopposed by the tenant and the hearing continued without the tenant present in accordance with the Rules of Procedure.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and or arguments are reproduced here; further, only the evidence specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit and recovery of the filing fee?

#### Background and Evidence

The undisputed evidence shows this tenancy began on April 1, 2020 and monthly rent is \$1,400. The rental unit is in a multi-unit, seniors-only building.

In support of their application, the landlord submitted that the tenant has done at least one of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In support of their application, the landlord submitted that since the tenant moved into the building on April 1, 2020, there has been a sustained and significant increase of complaints made by the other tenants in the building.

The landlord said they have been inundated with complaints from other tenants and are being “swamped” with calls from frightened tenants in the building.

The landlord said the RCMP have been called to the building several times regarding the tenant.

The landlord said the other tenants have informed him the tenant has taken to recording them and that he, as a “Youtuber”, will be putting their recordings on-line.

The landlord said many of the other tenants are now afraid to leave their rental unit, due to their safety concerns, as many of the threats are of a physical nature.

The landlord said the volume of the complaints lead him to believe the problem is not with all the other tenants, but with this tenant.

In response to my inquiry, the landlord said he did address the increasing complaints with the tenant in the beginning, but the tenant’s reaction was to become angry, confrontational and hot-headed. The landlord said this made him believe the tenant is capable of being quite angry.

The landlord’s relevant evidence included audio recordings and voice mails of the complaints made by the other tenants.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and other evidence of the landlord, I find that the landlord has met that burden.

I accept the landlord’s undisputed evidence that the tenant has both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find a reasonable person would be unreasonably disturbed about a person recording them while going about the residential property and threatening to put those recordings on-line. I find the evidence supports that other tenants are afraid to come out of their rental units, due to the threatening behaviour of the tenant.

I find the request of the landlord is of an urgent nature, due to the frequent call-outs to the RCMP.

Additionally, after listening to a few of the voicemail recordings of the other tenants to the landlord, I heard genuinely frightened, trembling voices, which I find substantiates the evidence of the landlord that this is an urgent and necessary matter.

Due to the above, I therefore find that the landlord has proven that the tenant both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I am also satisfied that it would be unreasonable and unfair to the landlord and the other residents to wait for the One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act.

### Conclusion

The landlord's application is successful. I order that the tenancy ended this date, July 9, 2020.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that he may be liable for bailiff costs.

The landlord is granted a monetary order of \$100, for recovery of their filing fee.

I authorize the landlord to deduct \$100 from the tenant's security deposit, if they choose to redeem their monetary award in that manner. If so, the monetary order is of no force or effect.

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: July 9, 2020

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Residential Tenancy Branch