



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 pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord, T.C. agent for L.C. (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlords stated that the tenant was served with the notice of hearing package by posting it to the rental unit door on June 15, 2020. The landlord also stated that the submitted documentary evidence was "slid under the door" on June 15, 2020. The landlord has submitted a photograph of the notice of hearing package posted to the door.

I accept the undisputed affirmed evidence of the landlords and find that the tenant was sufficiently served as per sections 88 and 89 of the Act. Although the tenant did not attend, I find that the tenant is deemed served as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to an early end to the tenancy and an order of possession?
Are the landlords entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlords seek an early end to the tenancy and to obtain an order of possession. The landlords provided a written description of their request which states,

311 tenant Heather using beach direct spray on landlord mrs. crews face casue eye injure , also using the door to hurt mrs' crews's hand causing bleeding...dirty language abuse to landlord cause spirits depression affect health. Her boy friends using abusive language to landlord Mrs. crews and threaten to hurt landlord Mrs. Crews...309 tenant report 311 heather fighting & harass to other tenants cuase safety worry...

[reproduced as written]

During the hearing the landlords clarified that the tenant had assaulted the landlord, L.C. by spraying her in the face with bleach. The landlords stated during that incident the tenant after spraying the landlord, L.C. slammed the door on the landlord's fingers. The landlords have submitted a photograph of the landlord's injured hand. The landlord also claims that the tenant has been allowing numerous people in and out of the building despite the pandemic precautions ordered by the government. The landlord stated that the tenant and her guests do not use masks and have failed to follow social distancing practices.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

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

- 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, I accept the undisputed affirmed evidence of the landlord that the tenant has assaulted the landlord, L.C. by spraying her in the face with bleach which incident was followed by the tenant slamming the door on the landlord’s hand. I find that such actions have seriously jeopardized the health and safety of the landlords and other occupants of the rental building. On this basis, I find that the landlord has established a claim for an early end to the tenancy and to obtain an order of possession to be effective 2 days after it is served upon the tenant.

The landlords having been successful are entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.
The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: July 03, 2020