



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 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.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was assisted by their property manager.

As both parties were present service was confirmed. The parties each confirmed receipt of the respective materials. Based on the testimonies I find that each party was duly served with the materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an early end of the tenancy and Order of Possession?

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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This fixed-term tenancy began in April 2020. The monthly rent is \$1,500.00 payable on the first of each month. The rental unit is a suite in a multi-unit building.

The parties provided evidence that the tenant has disturbed the other occupants of the building by going to their units and banging on their doors, demanding they reduce the

level of noise emanating. The tenant confirmed that there was a particular incident where they “boot fucked” the door of their upstairs neighbor as there was continuous mechanical noise emanating and their neighbor did not open the door when they initially knocked. The landlord submits that the tenant’s actions caused structural damage to the door requiring its repair and replacement. The landlord submitted photographs of the damage as well as invoices for the cost of repairs.

The landlord submits that the tenant’s behaviour has been ongoing and tempestuous, they say that the authorities have been called on a number of occasions and that there have been complaints by other occupants of the building. The landlord submitted into evidence multiple correspondence from the other residents of the building expressing their fear and concern regarding the tenant.

The tenant does not dispute that they have acted inappropriately on occasion but denies some of the incidents cited by the landlord. The tenant submits that the other occupants of the building produce some mechanical noise which is intrusive and disturbing to their own quiet enjoyment of the rental unit. The tenant explains that they have been under considerable stress due to the ongoing Covid19 pandemic. The tenant characterizes the instances cited by the landlord as minor isolated occurrences and disputes that have not caused fear and concern in the other occupants. They dispute that the scope of damage they caused to the door of the other rental unit was so extensive as to require the door to be replaced in its entirety.

The tenant further submits that they have been victimized by the landlord who has engaged in a campaign of harassment and posting warning letters, demand for monetary payment for repairs to damage caused by the tenant and that the landlord was unreasonable in not accepting that it was the other occupant who was the “asshole”.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord’s notice for cause.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other

occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;
- 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;
- engaged in illegal activity that 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, **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 the tenancy under section 47 [landlord's notice: cause] to take effect.

Based on the evidence of the parties, including their testimonies, I find that the landlord has provided sufficient evidence to show that the tenant has unreasonably disturbed the other occupants of the property and their behaviour is a source of seriously jeopardy to the health, safety and lawful rights of others. The parties agree that there was an incident where the tenant kicked in the door of another occupant of the property. Destroying the front door of a rental unit by "boot fucking" is an inherently violent and destructive act that is an unreasonable disturbance of others. I accept the evidence that the incident in which a door was damaged is not an isolated incident but a particularly egregious example of an ongoing pattern of hostile and unreasonable behaviour on the part of the tenant.

I accept the landlord's evidence by way of testimony and multiple complaints written by the other occupants of the building to be sufficient to show that there has been ongoing disturbance caused by the tenant.

I find the tenant's explanation that they were under stress and that they chose to kick the door when the occupant would not respond to the initial knocks to be unreasonable and indicative of the tenant's fundamental inability to understand that this is not behaviour that can be excused due to surrounding circumstances. The tenant believes themselves to be the aggrieved party due to their complaints of noise, but I find that is no justification for wanton destruction of property or aggressive conduct.

I find the tenant's portrayal of themselves as the wronged party who has not caused fear and concern among the other occupants of the building to not be credible and contradicted in the documentary evidence of the landlord including the multiple complaints by other occupants. I find that the tenant's belief that they have not caused an atmosphere of fear in the rental property to demonstrate a profound absence of empathy or understanding of the consequences of their conduct.

Based on the tenant's own testimony I find that there is an absence of remorse or understanding that their behaviour and conduct is not acceptable or excusable despite the stresses they may have felt at that time. I find the tenant's attempt to excuse and minimize their offending behaviour to demonstrate that there is a lack of understanding of the severity of their actions and the negative impact they have caused upon the other occupants of the property.

I find that the tenant's submissions to demonstrate that kicking in the door to a neighbor's unit is not an isolated incident but part of a pattern of aggressive behaviour that would make the continuance of this tenancy unreasonable and unfair to the other occupants of the building.

Accordingly, I issue an Order of Possession to the landlord pursuant to section 56 of the *Act*.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of 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 *Residential Tenancy Act*.

Dated: July 3, 2020

Residential Tenancy Branch