



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on June 30, 2020 (the "Application"). The Landlord applied for an order of possession and to recover the filing fee, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and was accompanied by J.L. and S.S., witnesses. All in attendance provided a solemn affirmation but the testimony of J.L. and S.S. was not required. The Tenant did not attend the hearing.

The Landlord testified the Notice of Dispute Resolution Proceeding package was served on the Tenant in person on July 8, 2020. A signed Proof of Service document confirms service in this manner was witnessed by J.L. A notation on the form indicates the documents were rejected by the Tenant. However, I find the Tenant was served with and received these documents on July 8, 2020.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

The Landlord testified the tenancy began on March 1, 2017 and continues on a month-to-month basis. Rent is due in the amount of \$930.00 per month. The Tenant paid a security deposit in the amount of \$475.00 which the Landlord holds.

The Landlord wishes to end the tenancy. The Landlord provided a number of reasons she believes the tenancy should end. The Landlord testified the Tenant assaulted her by placing his hands on her neck on or about June 20, 2019. More recently, the Landlord testified the Tenant has been observed walking in the yard in his underwear with his hands “on his privates” on three occasions as recently last week. The Landlord testified the Tenant did this outside her kitchen and living room windows. The Landlord testified this was particularly upsetting because she and her husband are separated, and she lives in the house alone.

In addition, the Landlord described other “very irritating” behaviours by the Tenant such as marching around the yard like a soldier, opening the doors to the laundry area, allowing a friend stay in the rental unit for more than two months, and trying to interact with the Landlord. The Landlord testified that police have been called to the property on three occasions due to the Tenant’s behaviour.

The Tenant did not attend the hearing to dispute the Landlord’s evidence.

### Analysis

Based on the unchallenged documentary evidence and affirmed oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

*The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...*

- (a) *The tenant or a person permitted on the residential property by the tenant has done any of the following:*
- (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
  - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
  - (iii) *put the landlords property at significant risk;*
  - (iv) *engaged in illegal activity that*
    - (A) *has caused or is likely to cause damage to the landlord's property,*
    - (B) *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*
    - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
  - (v) *caused extraordinary damage to the residential property, and*
- (b) *it would be unreasonable, or unfair to the landlord 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.*

[Reproduced as written.]

In this case, I find that the Tenant's acts of putting his hands on the Landlord's neck and, more recently, walking in the yard in his underwear with his hands on his genitals, significantly interfered with or unreasonably disturbed the Landlord and seriously jeopardized the health or safety or a lawful right or interest of the Landlord. Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the Act. The Tenant's recent actions in particular are understandably very concerning to the Landlord.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

### Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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 28, 2020

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Residential Tenancy Branch