



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MONLES HOLDINGS LTD DBA DUHAMEL STORE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act.

Two agents for the corporate Landlord, L.D. and M.S. ("Agents"), and the Landlord's lawyer, R.B. ("Lawyer"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 19 minutes and was monitored throughout this time. The only people to call into the hearing besides me were the Landlord's Agents and Lawyer, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only people on the call, besides me, were the Agents and the Lawyer.

The Agents said in the hearing that they served the Tenant with the Application, Notice of Hearing, and documentary evidence by posting these documents on the rental unit door on August 5, 2020. The Agents said they took photographs of these documents posted to the rental unit door, although they did not submit copies of the photographs. They said that the Tenant removed the Application documents an hour after they were posted on the door. As a result of this evidence, I find that the Tenant was served with the Application and documentary evidence on August 5, 2020.

I explained the hearing process to the Agents and the Lawyer and gave them an opportunity to ask questions about the hearing process. During the hearing the Agents were given the opportunity to provide their evidence orally and respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the

Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Agents provided their email address in the Application, and confirmed their understanding that the Decision would be emailed to the Agents and mailed to the Tenant at the rental unit address, with any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession based on the early termination of the tenancy in accordance with section 56 of the Act?

Background and Evidence

The Agents said that the periodic tenancy began on February 1, 2020, with a monthly rent of \$760.00, due on the first day of each month. The Agents said that the Tenant paid the Landlord a security deposit of \$375.00, and no pet damage deposit.

In the hearing, the Agents said:

Our main issue is safety. As mentioned in the paperwork - two statements – [the Tenant] threatened my husband that she would blow up his truck by adding something to the gas tank. I am afraid to walk around the property.

One [other tenant] wrote a statement about her.

This statement submitted into evidence includes:

On Sat. July 4 around 8 pm, I was heading home from the store... when I heard the tenant in #4 making threats to my landlord, that if he doesn't turn on the hot water that his truck would be blown up, but it was not going to be her doing it but it would happen because of something being put into the gas tank. I was thinking the only way the hot water for someone would be shut off is if the breaker got tripped & you have to turn the breaker back on, so how is that the landlords fault?? . . . I have been living here for over 20 yrs.

Signature

[reproduced as written]

In the hearing, the Agents also said:

It sounds like the rental unit is out of control, because this woman has put some friends in there who are paying her rent, and she almost left the scene. It's kind of spiralling - got people living in there – more than 3 people. She's almost given up possession of the unit.

[The people living there] don't sleep at night. I live above the store and I see them. They don't sleep at night. We find needles around the store, since they moved in. It's really scary. On the same property, we have the store. Little children come to the store as well, and it doesn't look good for the safety of the community.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim, in this case, the Landlords.

Section 56 of the Act establishes grounds on which a landlord may apply for dispute resolution to request an early termination of a tenancy and order of possession. In order to grant such an order, I need to be satisfied that the Tenant and/or her guests have done any of the following:

1. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. put the landlord's property at significant risk;
4. has 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;
5. has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
6. 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 tenancy under section 47 to take effect.

In this case, I find that the Agents have established on a balance of probabilities that the Tenant and her guests, with threats of blowing up a truck and leaving needles on the residential property, have done numbers 2 through 5 of the above noted list. I further find that it would be unreasonable and unfair for the Landlord or other occupants to wait for a one month notice to end tenancy to take effect. I, therefore, find that the Landlord has met the burden of proof in this matter. Accordingly, and pursuant to section 56(1) of the Act, I Order that **the tenancy is ended two days from service of the Order of Possession** on the Tenant. I grant the Landlords an Order of Possession, which must be served on the Tenant and is effective two days after the date of service.

Conclusion

The Landlords have established on a balance of probabilities that the Tenant's behaviour warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I Order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant.

I grant the Landlord an Order of Possession, which must be served on the Tenant and which is effective two days from the date of service on the Tenant. 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 final and binding on the Parties, unless otherwise provided under the Act, and 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: August 27, 2020

Residential Tenancy Branch