



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### 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 the filing fee for this application from the tenant pursuant to section 72.

The landlord and her agent attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that both the tenants were served in person with the notice of hearing package and the submitted documentary evidence on July 15, 2020.

I accept the undisputed affirmed evidence of the landlord and find that both tenants were properly served as per sections 88 and 89 in person on July 15, 2020. Despite not attending or submitting any documentary evidence the tenants are deemed served on July 15, 2020 as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?  
Is the landlord 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.

This tenancy began on December 1, 2019 on a fixed term tenancy ending on November 30, 2020 as per the submitted copy of the signed tenancy agreement. The monthly rent is \$1,700.00 is payable on the 1<sup>st</sup> day of each month. A security deposit of \$850.00 and a pet damage deposit of \$250.00 were paid.

The landlord seeks an early end to the tenancy as the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord. The landlord provided written details which states in part,

*Upstairs tenant got into a fight with his girlfriend and significantly damaged the property and physically threatened the downstairs tenant. Police were called to the scene by the girlfriend and by the downstairs tenants and a report was given of the account. I also have emails from the girlfriend outlining the event. The downstairs tenants do not feel safe in the same house as the upstairs tenant.*

The landlord clarified that the tenant, R.B. on June 17, 2020 uttered a verbal threat to the downstairs tenants, J.D. and L.C. The downstairs tenants after hearing a disturbance in the upstairs rental unit exited the rental building and encountered the tenant, R.B. The downstairs tenants each submitted a statement describing the events that took place when the tenant, R.B. who had just exited the rental unit and looked at the gathered tenants, "Your next". The downstairs tenants notified the landlord that they felt threatened by the tenant, R.B.'s behaviour and verbal threat. The police were called, but no action was taken. The landlord stated that the tenant, N.B. notified him that the tenant, R.B. punched a hole in the wall and the front glass panel leaving holes and blood. The landlord has submitted two photographs of the damage. The landlord also stated that the tenant, R.B. later informed him that the damage was caused by the tenant punching the wall and the glass.

The landlord stated that he feels that as the downstairs tenants were threatened and feel unsafe that the tenancy must end to ensure the safety of the other occupants and as such cannot wait for the effective end of tenancy from issuing a 1 month notice.

### 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 and find that a verbal threat did occur from the tenant, R.B. against other occupants of the rental. I also find that the tenant, R.B. caused extraordinary damage to the rental property by punching the wall and the front glass window leaving blood. In support of this claim the landlord has provided copies of two statements from the downstairs tenants, two photographs of the damaged caused by the tenant.

As such, I find that the landlord has provided undisputed affirmed evidence that an early end to the tenancy is warranted and is granted an order of possession to be effective 2 days after it is served upon the tenants.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted an order of possession for an early end to the tenancy.

The landlord is also granted a monetary order for \$100.00.

These orders must be served upon the tenants. Should the tenants 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: August 18, 2020

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Residential Tenancy Branch