



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 landlords' 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; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:46 a.m. in order to enable them to call into this teleconference hearing scheduled for 9:30 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

Landlord GP (the landlord) gave undisputed sworn testimony supported by written evidence that they sent both tenants separate copies of their dispute resolution hearing package and written and photographic evidence by registered mail on August 13, 2020. They entered into written evidence copies of the Canada Post Tracking Number and Customer Receipts to confirm these registered mailings. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were duly served with this material on August 18, 2020, the fifth day after their registered mailing.

At the hearing, the landlord asked that the name of the first tenant listed above be revised in their application to remove two initials that are not part of that tenant's legal name. In accordance with powers granted to me to make minor amendments to

applications for dispute resolution, I have taken this action and modified the name of the first respondent in this application to remove the two initials that the landlord testified were not part of that respondent's legal name.

Issues(s) to be Decided

Are the landlords entitled to an early end to this tenancy and an Order of Possession?
Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The parties signed a two year fixed term Residential Tenancy Agreement on May 24, 2020 for a tenancy that is scheduled to run from June 5, 2020 until June 5, 2022. Monthly rent is set at \$2,300.00, plus utilities, payable on the 5th of each month. The landlords continue to hold an \$1,150.00 security deposit for this tenancy paid in two stages by July 5, 2020. The landlord testified that the tenants have not paid their August 2020 rent for these premises.

The landlords applied for an early end to this tenancy as behaviours and activities exhibited by the tenant(s) at the rental unit have escalated to the point where both the landlords and their other tenants on this property are concerned about their safety. The landlords provided written and photographic evidence to support their assertion that the police had to be called to intervene in a situation that occurred on the night of August 8, 2020, the day after the landlord handed Tenant VT a warning letter about alleged breaches of their tenancy agreement. The landlords maintained that on August 8, Tenant VT embarked on a destructive reaction to the concerns that had been raised by the other tenants on this property. They damaged the contents of the barn and stable, threw rocks at the other tenant's vehicle damaging it, and threatened the other tenants.

They noted that the police contacted the other tenants on August 10, as the police were concerned that Tenant VT may harm the other tenants. The landlord testified that the police have followed up this call with an August 16, 2020 letter to the landlord advising that Tenant VT considered herself "triggered" by the actions taken by the landlord and the other tenants, and that Tenant VT's mental health seems to have been activated by complaints lodged by the other tenants and the landlord. The landlords also supplied written and photographic evidence to support their assertion that Tenant VT has been threatening and has damaged articles in the barn and stables on this property, and has thrown rocks breaking a window and damaging the other tenants' vehicle.

Since the landlords commenced their application for dispute resolution, there have been additional incidents, including the lighting of a fire on the driveway of these premises.

All of these actions have raised the landlords' concerns and those of the other tenants as to their safety. The landlord maintained that given Tenant VT's belligerent reactions to the previous occasion when the landlords have had to raise concerns with them, that they are worried about what would happen if they were to issue a 1 Month Notice to End Tenancy for Cause (a 1 Month Notice) to the tenants. The landlords maintained that the safety of the landlords, the other tenants and animals kept in the barns and stables associated with this property would be jeopardized if they were to wait for a 1 Month Notice to take effect. They asked for an early end to this tenancy.

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. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenants have 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.

As outlined above, the landlords have explained why they have not issued a 1 Month Notice.

Based on the undisputed written and photographic evidence and the sworn testimony of the landlords, I find that sufficient evidence has been provided to warrant an end to this tenancy for the reasons outlined in the first portion of section 56, as outlined above. I find that the tenants have significantly interfered with or unreasonably disturbed the landlords and other occupants in this property, have seriously jeopardized the health and safety and lawful rights of other occupants of this property, and have put the landlords' property at significant risk.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "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" for cause to take effect. On this point, I accept the landlords' undisputed sworn testimony, and written and photographic evidence, that it would be unreasonable or unfair to the landlord and the other tenants on this property to wait for a 1 Month Notice to take effect. The behaviours exhibited by the tenant on August 8, 2020 following the issuance of a warning letter to the tenants were by no means an isolated incident and there has been a continuation of behaviours and activities that are worrisome and concerning to the landlords and the other tenants at this property.

For these reasons, I find that the landlords have provided sufficient undisputed evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlords.

As the landlords have been successful in this application, I allow the landlords' application to recover the \$100.00 filing fee from the tenants. Although the landlords' application does not seek to retain the tenants' security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlords to retain this \$100.00 from the security deposit for this tenancy.

Conclusion

I allow the landlords' application and I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlords' application to recover their \$100.00 filing fee for this application. I order the landlords to implement this award by withholding \$100.00 from the security deposit for this tenancy, which is hereby reduced from \$1,150.00 to \$1,050.00.

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 31, 2020

Residential Tenancy Branch