



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On September 11, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to request an early end of tenancy, an Order of Possession, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, his witnesses, and one of the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Issues to be Decided

Should the Landlord be granted an early termination of the tenancy and receive an Order of Possession, in accordance with Section 56 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

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.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on November 15, 2019. The rent is \$1,600.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$800.00.

The Landlord requested an early end to the tenancy and a subsequent Order of Possession for the rental unit.

The Landlord HS testified that the problems started off with non-payment of rent by the Tenants.

The Landlord learned that Tenant S.C. had an unknown occupant, who was in possession of a pit bull, living in the rental unit and who had been harassing the staff and a security guard on the residential property. Landlord HS stated that he experienced the pit bull aggressively barking and attempting to attack him through the rental unit's fence when the Landlord attended the rental unit on August 31, 2020.

The Landlord submitted a report and warning letter dated September 4, 2020, from the Strata Corporation, that documented an incident that occurred on September 2, 2020 between an occupant of the rental unit and the Residential Manager (GS). The report indicated that the occupant of the rental unit approached GS in an aggressive manner and accused GS of scratching his truck while cutting tree branches. The confrontation grew increasingly aggressive and the occupant of the rental unit left and soon came back with a pit bull to further threaten GS.

Residential Manager GS testified that while doing work on behalf of the strata on September 2, 2020, the occupant of the rental unit aggressively confronted him, getting too close and towering over GS while speaking and acting in a threatening manner. Later, the same male came back with a pit bull while continuing to threaten GS. GS was intimidated by this male and his dog; left the area and called the police.

On September 17, 2020, the same occupant of the rental unit, in company the pit bull, approached a female security guard working for the strata. The male occupant was getting up close to the security guard in a threatening manner, telling her to leave and taking pictures of her. The security guard felt threatened and called her supervisor to report that she was scared of this male. The police were called to attend to the residential property.

Landlord HS testified that the RCMP member, who attended the rental unit to speak to the male, advised the Landlord to call the police when serving documents to the

occupants of the rental unit. The officer stated that the male occupant could be aggressive, and the police would attend to keep the peace and ensure safety.

On September 18, 2020, M.B. attended the rental unit with the police to serve the Notice of Dispute documents to the Tenants. See Proof of Service.

The Strata President testified that they have had several occupants within the strata call and complain about the hostile actions of the male occupant of the rental unit and his pit bull. The behaviour is described by the other strata residents as aggressive to both the residents and their dogs.

Landlord HS stated, in response to the Tenant's testimony, that he did not believe that the male occupant of the rental unit causing the problems was the same male who signed the Tenancy Agreement.

The Landlord testified that the Tenant was served with a One Month Notice to End Tenancy for Cause on July 29, 2020.

The Tenant testified that the Landlord and his witnesses were lying about these incidents.

She stated that the male in question was her husband and is on the Tenancy Agreement.

The Tenant acknowledged that she had broken up with her husband and that there had been a pit bull staying in the rental unit, but that the pit bull is now gone.

The Tenant said she is planning on moving out of the rental unit by mid-October 2020.

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 to request an Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the Tenants, or a person permitted on the residential property by 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.

The causes for ending the tenancy early, as listed above, are identical to the causes for which a landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the landlord has the grounds to end the tenancy for cause is that when a landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the landlord must also prove that it would be unreasonable or unfair to the landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the tenant must be extreme and require immediate action.

Based on the testimony and evidence before me, I am satisfied that the Landlord has grounds to end this tenancy for cause. I find that the Tenants or a person permitted on the residential property by the Tenants significantly interfered with and unreasonably disturbed representatives for the Landlord; one being the Residential Manager and the other, the female security guard.

When I consider the two incidents, where two separate people were scared enough to call the police, and that the police attended to keep the peace during the service of documents, I am satisfied that the situation is urgent enough that the tenancy should

end earlier than a One Month Notice to End Tenancy for Cause would normally take effect.

I find that the Landlord provided sufficient evidence that this tenancy should end, pursuant to Section 56 of the Act and as such I find that the Landlord is entitled to a two-day Order of Possession which must be served on the Tenants.

I find the Landlord's application has merit and award the Landlord \$100.00 in compensation for the filing fee.

Conclusion

Pursuant to Section 56 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

As compensation for the filing fee, I authorize the Landlord to deduct \$100.00 from the Tenants' security deposit, in accordance with Section 72 of the Act.

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: September 29, 2020

Residential Tenancy Branch