



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 landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession. The landlord also applied for the recovery of the landlord's filing fee pursuant to section 72 of the *Act*.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:53 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was 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 landlord and I were the only ones who had called into this teleconference.

The landlord provided sworn testimony supported by written evidence in the form of a Proof of Service document that they posted a copy of the dispute resolution hearing package and the written evidence and photographic evidence as it existed at that time on the tenant's door on September 24, 2020. Based on this undisputed evidence and in accordance with paragraph 89(2)(d) and sections 88 and 90 of the *Act*, I find that the tenant was deemed to have been served with these documents on September 27, 2020, the third day after their posting.

Since section 89(1) of the *Act* does not permit applications for monetary awards, including the landlord's application for the recovery of their filing fee to be served by posting documents on a tenant's door, I dismiss that portion of the landlord's application.

Issues(s) to be Decided

Is the landlord entitled to end this tenancy early and obtain an Order of Possession on that basis?

Background and Evidence

The landlord entered into written evidence a copy of the fixed term Residential Tenancy Agreement (the Agreement) for a room in a Single Room Occupancy hotel signed by the parties on February 5, 2020. This fixed term tenancy was to run from February 19, 2020 until August 1, 2020. When the fixed term expired, the tenancy continued as a month-to-month tenancy. Monthly rent is set at \$450.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$225.00 security deposit for this tenancy. The landlord gave undisputed sworn testimony that the tenant has not paid rent for September or October 2020.

The landlord testified that they posted a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on the tenant's door on September 2, 2020. The earliest that this Notice could have legally taken effect is on October 31, 2020. The landlord testified that they also posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on September 3, 2020, seeking an end to this tenancy by September 12, 2020.

The landlord testified that the tenant applied for dispute resolution to cancel both of the above notices, but did not provide the landlord with copies of their dispute resolution hearing package or application for dispute resolution. The landlord said that hearings of both of these applications were conducted on October 8, 2020, at which time the tenant failed to attend the hearing (see references to RTB files above). Since the landlord only became aware of the hearing of the tenant's applications from the RTB and neither the tenant nor the landlord had provided complete copies of either of the Notices to End Tenancy, the presiding Arbitrator did not issue an Order of Possession to the landlord. At that hearing, the landlord advised the Arbitrator that they had a hearing of their own application for an early end to this tenancy scheduled for October 22, 2020, at which time the landlord anticipated being able to obtain an Order of Possession.

In the landlord's written and photographic evidence, supported by their sworn testimony at this hearing, the landlord maintained that the tenant has refused to take measures to allow a guest banned from this property to enter the tenant's room. The landlord asserted that the guest has assaulted the landlord's staff, The landlord and their staff

are concerned about their safety. The landlord also provided undisputed evidence that the tenant has been abusive and threatening to the landlord's staff and others who reside in this building, and that the police have been forced to intervene on occasion to remove the tenant from the property. The landlord also asserted that the tenant's guest has been provided keys to access the tenant's room, and that when the tenant has not answered their door, the tenant's guest has kicked the door in to gain access. The landlord maintained that there is a significant safety risk in allowing this tenancy to continue.

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 tenant has 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.

Based on the undisputed written and photographic evidence, and sworn testimony of the landlord, 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 tenant has significantly interfered with or unreasonably disturbed other

occupants in this multi-tenanted building. There is also sufficient evidence to demonstrate that the tenant has seriously jeopardized the health or safety or a lawful right or interests of other occupants in this building.

I furthermore find that the landlord has established that it would be unreasonable and unfair to the landlord and other tenants in this building to allow this tenancy to continue. There is undisputed sworn testimony that incidents involving the tenant have not abated and that this situation cannot continue until such time as the landlord is able to obtain an end to this tenancy on the basis of the 1 Month Notice for cause, issued pursuant to section 47 of the *Act*. The safety concerns presented by the tenant's actions and behaviours those of their guest are sufficiently serious to justify the landlord's application for an early end to this tenancy. For these reasons, I allow the landlord's application to end this tenancy early and issue a 2 Day Order of Possession.

Conclusion

I allow the landlord's application to end this tenancy early. I issue a 2 Day Order of Possession in the landlord's favour. The landlord is provided with a formal copy of an Order of Possession. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I dismiss the landlord's application to recover their filing fee.

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: October 22, 2020

Residential Tenancy Branch