



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0947805 B.C. Ltd.
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.

An agent for the Landlord, T.L. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended for the Tenant. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only person to call into the hearing besides me was the Agent, who indicated that he was ready to proceed. I also confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

The Agent said in the hearing that he served the Tenant with the Application and documentary evidence by posting them on the rental unit door on September 24, 2020. The Agent submitted a Proof of Service confirming that a witness saw the Agent serve the Tenant in this manner. As a result of this evidence, and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Application and documentary evidence on September 27, 2020.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide his 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 Agent provided his email address in the Application and confirmed his understanding that the Decision would be emailed to the Landlord and mailed to the Tenant, with any Orders sent to the appropriate Party in this manner.

Issue(s) to be Decided

- Is the Landlord 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 Agent submitted the Parties' tenancy agreement and confirmed the following details of the tenancy. The fixed term tenancy began on October 1, 2018, it ran to October 1, 2019, and then operated on a month-to-month basis. The Agent confirmed that the Tenant is required by the tenancy agreement to pay the Landlord a monthly rent of \$2,500.00, due on the first day of each month. The Agent confirmed that the Tenants in the residential property had paid the Landlord a security deposit of \$800.00, and a \$300.00 pet damage deposit.

The Agent said he seeks an early termination of the tenancy and an order of possession, because the Tenant engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property. The Agent said the Tenant uses drugs and fights with her boyfriend morning, noon, and night, which causes the other tenants to lose sleep and work, because of the ongoing disturbances.

The Agent said that the police have been called numerous times, "...20 plus times since June 2020. There are two broken windows and damage throughout; it has been a nightmare, especially for the other tenants who live upstairs. Also, there is no subletting allowed, but she has another guy, other people living in there, as well.

The Agent said:

The photos of the damage submitted are only half of what damage there is, and the damage in the photos is bad enough. She slashed her boyfriend's tires; they fight morning, noon, and night.

Her dog is barking constantly, and she leaves it on a four-foot leash outside for hours without water. People have called the SPCA, because of her cruelty to the dog.

She uses illegal drugs. It could be meth or crack, it's kind of a new world for me. They're disturbing people to the point of losing work, and causing stress to everybody around them. I've almost wanted to quit because of these tenants. I didn't think there are people who could be like this.

In answer to the question: "Why would it be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a One Month Notice to end the tenancy to take effect?" the Agent said:

I've already given them a One Month Notice, but they didn't leave; they just to don't care. This has been going on for five months now. They weren't the best tenants, always late with their rent, and this and that. Basically, the upstairs people and the boyfriend all left her. There was a full breakdown for her with them. They were friends for a long time. And then this new guy got into the picture. I found out after the fact from her friend that she's done this before.

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 Landlord.

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 has 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 Landlord has established on a balance of probabilities that the Tenant has done the first item in 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 for Cause to take effect. I find that the disturbance to the other occupants of the residential property is ongoing, and therefore, the tenancy must end for the benefit of other occupants of the residential property. I, therefore, find that the Landlord has provided sufficient evidence to meet 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 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 after the date of service.

Conclusion

The is successful in this Application. The Landlord has 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: November 10, 2020

Residential Tenancy Branch