



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY APARTMENTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

This hearing dealt with an *Application for Dispute Resolution – Expedited Hearing* by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for an early end of a tenancy and an order of possession pursuant to section 56.

The agents CY and FM attended for both landlords (“the landlord”). The tenant attended. All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

### Issue(s) to be Decided

Is the landlord entitled to the relief requested?

### Background and Evidence

The parties entered into a month-to-month tenancy agreement. The landlord submitted a copy of the agreement which indicated a starting date of December 1, 2013. The monthly rent is \$1,275.00 payable on the first of the month. The tenant provided a security deposit of \$575.00 and a pet deposit in the same amount which the landlord holds.

The landlord explained the unit is a building with multiple other units. The landlord submitted considerable oral testimony and supporting documentary evidence. Not all this evidence is reproduced or discussed here.

The key points of the landlord's testimony are as follows:

1. Tenant has threatened the life and safety of several tenants in the building including the building manager who attended the hearing and provided affirmed testimony;
2. Tenant has an illegal tenant residing in suite who is suspected by the landlord to engage in serious criminal activity which has been confirmed by the police;
3. The police have been called numerous times to the unit; in November 2020, the police were called on four occasions;
4. On one occasion, several police arrived in tactical gear on the information that a firearm was in the unit;
5. The tenant has engaged in aggressive behaviour fighting with other tenants and has thrown objects at them;
6. Many tenants are afraid for their lives and some tenants have vacated or plan to move out because of fear of what the tenant will do;
7. The tenant is suspected of illicit drug use and selling with constant comings and goings to his unit;
8. The landlord warned the tenant many times that eviction proceedings will commence if the tenant does not stop the objectionable behaviour;
9. The behaviour of the tenant did not stop and instead escalated.

The landlord submitted an extensive evidentiary package in support of testimony.

The tenant provided affirmed evidence. While he acknowledged the police came to the unit in full tactical equipment, he asserted their presence was unnecessary and based on a mistaken report that there was a firearm in the unit. The tenant denied every other allegation made by the landlord, asserted he was a "good person" and had never done any of the things the landlord said he did.

The landlord requested an Order of Possession and reimbursement of the filing fee.

### Analysis

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the parties' submissions and documents are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

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 onus is on the landlord to establish on a balance of probabilities that they are entitled to an order for an early end of the tenancy.

To end a tenancy early, the landlord must prove that the tenant has done something contrary to section 56 **and** that it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end tenancy for cause ("One Month Notice").

Section 56 of the Act provides as follows [emphasis added]:

***Application for order ending tenancy early***

**56 (1)** *A landlord may make an application for dispute resolution to request an order*

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [landlord's notice: cause], and*
- (b) granting the landlord an order of possession in respect of the rental unit.*

*(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,*

*(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:*

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
- (iii) put the landlord's property at significant risk;*
- (iv) engaged in illegal activity that*
  - (A) has caused or is likely to cause damage to the landlord's property,*
  - (B) 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*
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

*(v) caused extraordinary damage to the residential property, and*

*(b) it would be unreasonable, or unfair to the landlord 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.*

*(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.*

The landlord relied primarily on section 56(2)(a)(i), that is:

*the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

*Policy Guideline 51 – Expedited Hearing* provides guidance on the issuance of Orders of Possessions in these circumstances. The Guideline states in part:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker.

The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month).

The landlord gave candid, forthright, credible evidence supported in all material aspects by documentary and witness evidence. I have given significant weight to the evidence of the landlord. The landlord was believable in describing the actions of the tenant, the justifiable suspicion of drug dealing, the unprovoked attacks on other tenants, and the fear of imminent serious violence.

I find the tenant's general denial of responsibility to be lacking in credibility. I do not give much if any weight to his testimony. I prefer the landlord's version of events which is well supported by documentary evidence. Where their testimony conflicts, I prefer the landlord's evidence as the more believable.

Considering the testimony and evidence, I accordingly find that the landlord has met the burden of proof with respects to the cause relied upon and for which credible, sufficient evidence was submitted.

I find that the landlord provided enough evidence that it would be unreasonable to wait for a hearing for a One Month Notice, as the testimony and evidence presented by the landlord demonstrated a significant risk of injury to occupants of the building.

On a balance of probabilities and for the reasons stated above, I find that the landlord's application meets the burden of proof and satisfies all requirements under section 56 of the *Act*.

Accordingly, I allow the landlord's application for an early end to this tenancy and an Order of Possession will be issued.

I caution the landlord to take all reasonable care to protect their safety. I advise the landlord to seek the protection and services of the police and to consult RTB about safety measures going forward.

### Conclusion

I grant an **Order of Possession** pursuant to section 56 (Early End of Tenancy) to the landlord effective **on two days' notice**. This Order must be served on the tenant. 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

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: November 27, 2020

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Residential Tenancy Branch