



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0918788 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- recovery of the filing fee.

The landlord's agent (landlord) and his son attended; however, the tenant did not attend.

The landlord was provided the opportunity to present his affirmed testimony, to refer to their documentary evidence, and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated October 14, 2020 (Notice of Hearing), the application and documentary and digital evidence were considered.

The landlord provided affirmed testimony and a signed written statement affirming that the Notice of Hearing, application and documentary evidence was served on the tenant by attaching it to the tenant's door on October 21, 2020. The landlord said that he has had a conversation with the other tenant named in the written tenancy agreement provided into evidence and confirmed that the tenant had received the documentation.

Documents delivered by attachment to a door are deemed served three days after attaching them. I find the tenant was deemed served on October 24, 2020, and as he did not end the hearing, I consider this matter to be unopposed by the tenant. The

hearing continued in accordance with the Rules of Procedure without the tenant present.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and or arguments are reproduced here; further, only the evidence specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit and recovery of the filing fee?

Background and Evidence

The landlord submitted a written tenancy agreement showing a month-to-month tenancy start date of August 1, 2016, monthly rent of \$800, and a security deposit of \$400 being paid by the tenant to the landlord. The rental unit is a basement suite.

In support of their application, the landlord submitted that the tenant has done at least one of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In support of their application, the landlord and his son submitted that the tenant unlawfully obtained a key to the upstairs apartment and began illegally entering it. According to the landlord, the tenant began making unauthorized renovations to the upper unit.

The landlord said when they appeared at the residential property to instruct the tenant to stop making these unauthorized renovations, he began yelling threats of violence to the landlord and his family.

The landlord testified that the tenant said he knew people who could make them disappear, implying a death threat.

The landlord testified that they had to call the police, who attended. The tenant then hit and knocked over a police officer, which required the tenant to be “put down”. The landlord submitted there is a police report.

The landlord’s son also testified that the tenant has threatened a close neighbour, who is also one of their tenants, causing the tenant to vacate due to fear of violence against him and his young family.

Filed into evidence were five videos of the tenant uttering threats and screaming at the landlords.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and other evidence of the landlord, I find that the landlord has met that burden.

I accept the landlord’s undisputed evidence that the tenant has both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find a reasonable person would be unreasonably disturbed about the threats made and extreme language used by the tenant against the landlord and family. I find the undisputed evidence supports that the tenant’s extreme behaviour has caused the landlord and family to fear for their safety.

I find the request of the landlord is of an urgent nature, due to the police call-out.

Due to the above, I therefore find that the landlord has proven that the tenant both significantly interfered with or unreasonably disturbed another occupant of the

residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I am also satisfied that it would be unreasonable and unfair to the landlord and the other residents to wait for the One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act.

Conclusion

The landlord's application is successful. I order that the tenancy ended this date, December 10, 2020.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

This order may be enforced through the Supreme Court of British Columbia.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that he may be liable for bailiff costs.

The landlord is granted a monetary order of \$100, for recovery of their filing fee.

I authorize the landlord to deduct \$100 from the tenant's security deposit, if they choose to redeem their monetary award in that manner. If so, the monetary order is of no force or effect.

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: December 10, 2020

Residential Tenancy Branch