



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An early end to the tenancy pursuant to section 56 of the Act, and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. Neither the Tenants nor an agent for the Tenants attended. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) states that the respondents must be served with a copy of the Application and Notice of Hearing. As neither the Tenants nor an agent for the Tenants attended the hearing, I confirmed service of these documents as explained below.

The Landlord testified that the documentary evidence before me and the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and the Notice of Hearing, were served on each of the Tenants individually by posting a package for each of them containing the above noted documents to the door of the rental unit on November 12, 2020, in the presence of a witness. The Landlord provided me with two witnessed and signed proof of service documents stating that the packages were posted for each of the Tenants as described above at 8:40 P.M. on November 12, 2020. As a result, I deem both Tenants served with the above noted documents on November 15, 2020, pursuant to section 90(c) of the Act.

As the Landlord's Application was filed on November 5, 2020, and the Notice of Dispute Resolution Proceeding Package was provided to them on November 12, 2020, by the Residential Tenancy Branch (the Branch) for service on the Tenants, I find that the Landlord complied with the service timelines set out in section 59(1)(3) of the Act and rule 3.1 of the Rules of Procedure. As a result, and as I am satisfied that the Tenants were served with sufficient notice of the hearing and provided with an opportunity to appear, the hearing proceeded as scheduled despite the absence of the Tenants, pursuant to rule 7.3 of the Rules of Procedure.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application.

Issue(s) to be Decided

Is the Landlord entitled to an early end to the tenancy pursuant to section 56 of the Act?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy agreement in the documentary evidence before me states that the one year fixed term tenancy commenced on April 1, 2020, and is set to end on March 31, 2021. Rent is set at \$1,600.00 and is due on the first day of each month. The Tenancy agreement also states that an \$800.00 security deposit and a \$250.00 pet damage deposit were paid. During the hearing the Landlord confirmed that these are the correct terms of the tenancy agreement and that they still hold the above noted deposits in trust.

The Landlord stated that they are seeking an early end to the tenancy pursuant to section 56 of the Act as the Tenants assaulted two other occupants of the residential property on October 14, 2020, breaking a window in the process. In support of this allegation the Landlord submitted a self-authored report of the assault, a written statement from the two occupants of the residential property allegedly assaulted by the Tenants, a picture of a police card and police file number relating to the October 14, 2020, assault, a photograph of the broken window, an invoice for the window repair, and a Dr.'s note prescribing physiotherapy for one of the occupants

allegedly assaulted by the Tenants due to generalized body paid. In addition to the above the Landlord stated that the Tenants have installed several security cameras without their consent and have significantly interfered with and unreasonably disturbed both themselves and other occupants of the residential property by making frequent and repeated frivolous complaints and calls to the Landlord and police at all hours of the day and night for non-emergent issues.

The Landlord stated that they are seeking an early end to the tenancy pursuant to section 56 of the Act rather than through the issuance of a One Month Notice to End Tenancy for Cause under section 47 of the Act due to serious safety concerns posed by the Tenants to the Landlord and other occupants of the building and the significant length of time it can take to end a tenancy under section 47 of the Act if a Tenant disputed the notice to end tenancy.

Although the Landlord stressed the urgency of the situation, they acknowledged that rent had been paid in full for December 2020, and therefore requested an Order of Possession for the rental unit for December 31, 2020. They also sought a Monetary Order for recovery of the \$100.00 filing fee.

No one appeared on behalf of the Tenants to provide any evidence or testimony for my consideration, despite my finding earlier in this decision that they were deemed served with the Application, the documentary evidence before me from the Landlord, and the Notice of the Hearing on November 15, 2020, as required by the Act and the Rules of Procedure.

Analysis

Based on the uncontested documentary evidence and affirmed testimony before me for consideration from the Landlord, I am satisfied that the Landlord has cause to end the tenancy early pursuant to section 56(2)(a) of the Act because the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord 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, due to serious safety concerns regarding the Tenants' behavior towards other occupants, that it would be unreasonable, or unfair to the Landlord and 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.

As a result, I grant the Landlord an Order of Possession for the rental unit effective at 1:00 P.M. on December 31, 2020.

As the Landlord was successful in their Application, I also grant them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act. As per their request, and pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of \$100.00. Should this amount remain unpaid at the end of the tenancy, the Landlord remains at liberty to withhold this amount from the security deposit or pet damage deposit pursuant to section 38(3) of the Act.

Conclusion

Pursuant to section 56 of the Act, I grant an Order of Possession to the Landlord effective **1:00 P.M. on December 31, 2020, after service of this Order** on the Tenants. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants 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.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$100.00**. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Tenants are cautioned that costs of any above noted enforcement are recoverable from them by the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 7, 2020

Residential Tenancy Branch