



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'akola Housing Society
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. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided testimony. However, the Tenant did not appear. The Landlord stated that he sent the Notice of Hearing and evidence to the Tenant by registered mail on December 8, 2020. The Landlord stated he sent a second evidence package to the Tenant on December 24, 2020. Proof of mailing was provided. I find the Tenant is deemed to have received both packages on December 13, 2020, and December 29, 2020, 5 days after they were mailed, respectively.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence 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 the tenancy early and obtain an Order of Possession?

Background and Evidence

The Landlord stated that the Tenant has engaged in threatening behaviour on several occasions and has caused extreme damage to the rental unit and the building.

More specifically, the Landlord stated that this is a brand new building, and the Tenant was the first person to live in this rental unit. Her tenancy started on November 1, 2020. Shortly after she moved in, the Landlord began receiving complaints about yelling, banging, destructive behaviour, and threats to other tenants. The Landlord stated he did a suite inspection on November 26, 2020, and took photos (provided as evidence). The Landlord stated the Tenant had torn all interior doors into multiple pieces, destroyed the washer/dryer, thrown her microwave off her balcony (was included as an appliance under the Tenancy Agreement), painted the walls, destroyed kitchen cabinets, removed smoke alarms, damaged emergency exit signs, kicked in closet doors, and also threatened her neighbours with violence. The Landlord stated that the Tenant has repeatedly, over the last couple months, been damaging the building and her unit, and now other tenants in the building are fearful for their safety. The Landlord noted that this is a low income housing complex which has a lot of young families.

Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, there is sufficient cause; and, 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 to take effect.

I have carefully considered the undisputed evidence before me and I find the Tenant's behaviour is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. I find the Tenant's verbal threats of violence to others in the building, along with the extreme damage she has done to the rental unit poses an

immediate and severe risk to the rental property, other occupants and the Landlord. As such, I find the Landlord is entitled to an order of possession.

Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: January 05, 2021

Residential Tenancy Branch