



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JOO REAL ESTATE CO. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on January 5, 2021, in which the Landlord requested an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The hearing of the Landlord's Application was scheduled for 11:00 a.m. on January 19, 2021. Only the Landlord's Property Manager, T.R., and a witness, J.W., called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:38 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Property Manager, J.W. and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that she understood she needed to serve the Tenant personally with the Application for an early end to tenancy. She stated that she tried to serve the Tenant numerous times although the Tenant avoided her. She further stated that the Tenant has placed a padlock on her door and the only way the Property Manager could be sure she is home is when that padlock is unlocked. She stated that on January 13, 2021 the Tenant was home at which time she personally served the Tenant with the Notice of Hearing and the Application on January 13, 2021 by registered mail. J.W. confirmed he witnessed the Property manager serve the Tenant with the hearing package on January 13, 2021 at 7:30 p.m. I accept the Property

Manager and the Witness's testimony and find the Tenant was duly served as of January 13, 2021 and I proceeded with the hearing in her absence.

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

Issue to be Decided

Is the Landlord entitled to an early end to tenancy?

Background and Evidence

The Property Manager testified that the tenancy began July 1, 2019.

The Property Manager further testified that during the tenancy she has received numerous noise complaints from other residents about this Tenant. The Property Manager supplied in evidence copies of a warning letter to the Tenant as well as several emails and text communication from other residents detailing their concerns about the Tenant. She confirmed that she has received far more complaints than that which was provided in evidence. She further confirmed that the nature of the complaints related to the Tenant yelling and screaming at night and banging on other resident's doors; these allegations are contained in the electronic communication provided in evidence.

The Property Manager stated that the Tenant appears to suffer from drug induced delusions which may be partly responsible for her outbursts. She stated that the Tenant associates with a known methamphetamine dealer, and has left methamphetamine drug paraphernalia in the common laundry area. The text communication from the other residents also contain allegations that the Tenant appears to be intoxicated at the time of her outbursts. The Property Manager stated that she has personally observed behaviour which suggests the Tenant is suffering from delusions as the Tenant has informed the Property Manager that her name is G.S. (who was the previous owner) and that she (the Tenant) owned the rental building. Introduced in evidence was a photo of a note the Tenant posted to her door wherein she writes she owns the building. Further, the Property Manager further stated that she has received complaints regarding occasions where the Tenant has banged on the unit above and below hers and accused

those residents of kidnapping her teenage son. During these occasions the Tenant has kicked and banged on the doors causing significant damage; one door knob required replacement due to the Tenant's actions.

The Landlord issued a 1 Month Notice to End Tenancy on October 20, 2020. The Property Manager confirmed the Tenant did not apply to dispute the Notice. The Property Manager testified that when the Tenant did not move on November 20, 2020, as per the effective date of the Notice, she spoke to the Tenant and the Tenant assured her that she was moving out soon and would do so with the assistance of her mother. The Property Manager then spoke to the Tenant's mother to see when she was helping the Tenant move. The Tenant's mother informed the Property Manager that her daughter was "psycho" and she could not help. The Tenant did not move out as promised.

The Property Manager further stated that the Tenant's behaviour is worsening. She testified that on December 12, 2020 when she was trying to speak to the Tenant about moving out, the Tenant yelled and screamed at her and threatened to burn down the rental building. The Property Manager called the police on this date but was unable to provide a copy of the police report in evidence as she had yet to receive it at the time she filed her Application.

The Tenant then threatened other residents and caused damage to their door on December 29, 2020. The Property Manager stated that the Tenant went to another resident's door asking for a screwdriver. The resident informed the Tenant they did not have a screwdriver and closed the door and went back to watching a television. Apparently, the program these residents were watching was a comedy which caused them to laugh. The Tenant assumed they were laughing at her at which time she began screaming and yelling at them, threatening to harm them, and then kicked and hit their door with either a hammer or axe. The residents were terrified and called the police. The Landlord submitted photos of the door which showed the door significantly damaged by a hard object. The Property Manager stated that the residents are very afraid of the Tenant.

Analysis

Section 56 of the *Act* provides that a tenancy may be ended early if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;

- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord's property at significant risk;
- engaged in illegal activity that
 - has damaged or is likely to damage the Landlord's property,
 - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
 - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

and it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

In this case, I accept the Landlord's undisputed evidence that the Tenant has significantly interfered with other residents of the rental building. I am persuaded by the Property Manager's testimony, as well as the documents filed in evidence, that the Tenant has yelled and screamed at other residents as well as damaged their doors. In doing so the Tenant has adversely affected the quiet enjoyment of other occupants of the rental building.

I also accept the Property Manager's testimony that the Tenant threatened to burn down the rental building such that she has adversely affected the safety and physically well being of other occupants of the rental building.

I further find the Tenant yelled and screamed at other residents on December 29, 2020, threatened them, and damaged their door with either an axe or a hammer. I accept the Property Manager's testimony that this was very upsetting to the occupants of the rental property and has adversely affected their sense of security or safety.

The Landlord applied for an early end to tenancy pursuant to section 56 of the *Act*. As noted above, the Landlord must not only prove they have cause to end a tenancy, but that there is urgency to their request. Although it would have been preferable for the Landlord to apply for an Order of Possession based on the undisputed 1 Month Notice to End Tenancy for Cause which was issued in October, I am satisfied it would be unreasonable and unfair to now wait for a hearing on that Notice to occur. I am satisfied

the Tenant's behaviour has escalated since December 2020 such that allowing this tenancy to continue would put the other occupants at significant risk.

I therefore grant the Landlord's request for an early end to tenancy. In furtherance of this I grant the Landlord an Order of Possession effective two days after service. This Order must be served on the Tenant and may be enforced in the B.C. Supreme Court.

The Tenant is reminded that any costs associated with enforcing the Order of Possession are recoverable by the Landlord against the Tenant.

Conclusion

The Landlord's request for an early end to tenancy is granted. They are granted an Order of Possession effectively two days after service on the Tenant.

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 19, 2021

Residential Tenancy Branch