



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for an early end to this tenancy and an order of possession pursuant to section 56.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:46 am in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 am. The landlord's property manager ("**RR**") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. 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 RR and I were the only ones who had called into this teleconference.

RR testified he served that the tenant with the notice of dispute resolution form and supporting evidence package by posting it on the door of the rental unit on December 31, 2020. Prior to the hearing, the landlord uploaded a blank Proof of Service of Notice of Expedited Hearing (Form RTB-9) to the RTB evidence portal. I advised RR that the form was blank, and he stated that this was done in error and that he had a completed form in front of him. He said he could upload it after the hearing ended. I allowed him to do this, and advised that, if he did not, I would dismiss his application with leave to reapply (per Rule of Procedure 10.9).

Following the hearing, the landlord uploaded a completed Form RTB-9 which indicated that the tenant was served recounted by RR. As such, I find that the tenant was served with the required documents in accordance with the Act.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties entered into a written tenancy agreement starting May 1, 2020. Monthly rent is \$750 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$375, which the landlord continues to hold in trust for the tenant.

RR testified that the first few months of the tenancy were uneventful. However, starting in about September 2020, the tenant's behaviour started to change. RR testified that the tenant began acting erratically, would turn the circuit breakers off for the residential property, punched holes in his walls, and would threaten to kill other occupants of the residential property and himself.

RR testified that the tenant also threatened to kill him with a hammer and that RR was scared for his safety. RR testified that following this threat he tried to minimize his contact with the tenant and whenever his duties necessitated that he interact with the tenant he always made sure another employee of the landlord accompanied him.

The landlord also submitted four letters from other occupants of the residential property corroborating of these allegations. All four of these occupants wrote that the tenant has threatened to kill other occupants of the residential property. One of the other occupants ("MG") wrote that she does not "feel safe with him being around".

Analysis

Section 56 of the Act states:

Application for order ending tenancy early

(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.

So, the landlord must satisfy both parts of this section. It must prove that the tenant acted in one of the ways set out at section 56(1)(a), and must prove that it would be unreasonable or unfair to wait to end the tenancy by way of a notice to end tenancy for cause.

Based on the undisputed testimony of RR, as well as the letters from other occupants submitted into evidence, I find that the landlord has satisfied both parts of the requirements for an early end to tenancy.

I find that, by threatening to kill RR and other occupants of the residential property the tenant has unreasonably disturbed RR and other occupants. I accept RR's testimony that he was scared for his safety and the written statement of MG that she does not feel safe with the tenant around.

For these reasons, I also find that it would be unfair to the other occupants of the residential property to require the landlord to end the tenancy by way of a notice to end tenancy for cause. If the landlord was required to do this, it would prolong the opportunity for the tenant to disturb or harm the other occupants. In light of the nature of the disturbances and the effect they have had on the occupants of the residential property, it is appropriate to end the tenancy as soon as possible.

Therefore, I issue the landlord an order of possession, effective two days after it and this decision are served on the tenant in accordance with the Act.

Conclusion

I grant the landlord's application. Pursuant to section 56 of the Act, I order that the tenant deliver vacant possession of the rental unit to the landlord within two days of being served with a copy of this decision and attached order 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 *Residential Tenancy Act*.

Dated: January 22, 2021

Residential Tenancy Branch