



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction and Preliminary Matters

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on January 21, 2021, wherein the Landlord sought an early end to tenancy as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 11:00 a.m. on February 5, 2021. Only the Landlord's representative, J.T. called into the hearing. She gave affirmed testimony and was provided the opportunity to present the Landlord's 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 11:13 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 J.T. 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. J.T. testified that she personally served the Tenant with the Notice of Hearing and the Application on January 26, 2021. A Proof of Service was filed in evidence and which confirmed the personal service was witnessed by S.A. J.T. also testified that the Tenant signed the document, although in the incorrect place on page 3.

I accept this evidence and find the Tenant was duly served as of January 26, 2021 and I proceeded with the hearing in their 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 J.T. and relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

On the Application the Landlord's representative named herself personally as the Landlord. A review of the tenancy agreement confirms the Landlord is a corporate entity. I therefore Amend the Landlord's Application to correctly name the Landlord.

### Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?
2. Should the Landlord recover the filing fee?

### Background and Evidence

This tenancy began October 1, 2019. Monthly rent is \$472.00.

The Landlord's Application indicated that the Tenant has been disturbing other occupants of the rental building to such an extent that over 24 calls to the police have been made about the Tenant.

A copy of a 1 Month Notice to End Tenancy for Cause, issued November 30, 2020 (the "Notice") was provided in evidence. In the "Details of Cause" section the Landlord listed numerous dates in July, August and November when the Tenant was unreasonably disturbing others. The Landlord also provided copies of formal warning letters sent to the Tenant on the following dates:

- November 16, 2020;
- November 18, 2020;

- November 23, 2020;
- November 27, 2020;
- December 9, 2020;
- December 15, 2020; and,
- December 23, 2020.

In each of these letters the Tenant is warned that her tenancy is in jeopardy due to unauthorized occupants, as well as complaints from other residents regarding the Tenant and her occupants yelling and arguing with one another and disturbing others. The letters also reference the frequent calls to the police made by other occupants.

The Landlord also provided copies of correspondence from other occupants and tenants who describe the negative impact of the Tenant and her guests' behaviour on their quiet enjoyment of their rental units. In written submissions the Landlord wrote that 10 other residents have made formal complaints about the Tenant and her guests.

J.T. testified that on January 29, 2021 the Tenant, or her guests, started a fire in the rental unit. The fire caused extensive damage and the rental unit was rendered uninhabitable. J.T. confirmed that the Tenant and her guests have vacated the rental unit as of January ~~24~~29, 2021 but continue to come back to the rental building.

### Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

I accepted the Landlord's undisputed testimony and evidence that the Tenant and her guests engage in considerable conflict with yelling and screaming to such an extent that the other occupants have been significantly disturbed and the police have attended on numerous occasions. I find, based on the documentary evidence before me, that the Tenant has been repeatedly warned that her tenancy is in jeopardy due to her behaviour, as well as the behaviour of her guests.

Based on the Landlord's undisputed testimony and evidence, I find the Tenant has significantly breached the tenancy agreement and the *Act* by unreasonably disturbing

other occupants and tenants in the building. I find that the Landlord has established sufficient cause to end this tenancy.

I have also considered whether it would be unreasonable or unfair to the Landlord to wait for the Notice to take effect. Although a Notice was issued and the effective date has passed, the Tenant had not vacated the rental unit at the time the Landlord made this application. Since that date, the rental unit has now been rendered uninhabitable due to a fire caused by the Tenant and/or her guests. Although the Tenant has vacated the rental unit, I accept J.T.'s testimony that the Tenant continues to return to the property. I therefore find it would be unreasonable to wait for a hearing on the merits of the Notice to occur and as such, I grant the Landlord's application to end this tenancy early.

Therefore, I grant the Landlord an Order of Possession effective **immediately** after it is served upon the tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that court.

### Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted.

The Landlord may retain \$100.00 of the Tenant's security deposit as recovery of the filing fee.

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: February 05, 2021

Date of Correction: February 24, 2021

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Residential Tenancy Branch