



# 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 9:42 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord and their agent, BP, attended the hearing and both were given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed that the landlord, their agent, and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution package and evidence on March 11, 2021, by way of registered mail. The landlord provide the tracking information and proof of service in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's Application and evidence on March 16, 2021, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

### **Issues(s) to be Decided**

Is the landlord entitled to an early end of tenancy and an Order of Possession?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

This month-to-month tenancy began on December 1, 2020, with monthly rent set at \$1,900.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$950.00, which the landlord still holds.

The landlord filed this application for a termination of this tenancy on an expedited basis because the landlord and their agent fear for their personal safety, as well as the safety of other tenants in the home.

The landlord served the tenant with a 10 Day Notice to End Tenancy on February 16, 2021, with an effective date of February 28, 2021. The landlord submits that instead of moving out, the tenant has responded in an aggressive, hostile, and threatening manner, which involved the landlord calling the police.

The landlord included multiple statements from parties who had witnessed a confrontation that took place on February 28, 2021. The landlord's agent attended at the rental unit with the landlord, and their real estate agent. The witnesses described the incident which involves the tenant yelling at the parties, and threatening to "smack/smash your head in". The landlord's agent testified that there was already a prior incident that involved the landlord calling the police after a confrontation over a strata bylaw infraction.

The agent for the landlord testified in the hearing that the tenant resides in one of the lower suites in the home, and the tenant in the suite next door had recently moved out. Agent for the landlord read in the hearing the text message sent by the tenant: "I...is moving out on March 16 due to the violent tenant living next door. I am very scared of this man and do not feel safe so moving ASAP. Thank you".

The landlord and their agent expressed their concerns about the tenant's behaviour, and their ability to fulfill their obligations as a landlord when the tenant would respond in a hostile and aggressive manner. The landlord is also concerned about the safety of other tenants residing in the home.

### **Analysis**

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if a notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order

to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

*it would be unreasonable, or unfair to the landlord, the tenant 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.*

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlord, their agents, and another tenant residing in the suite next door by acting in an aggressive and threatening manner. The landlord is seeking an Order of Possession as the landlord is concerned that the tenant had engaged in two incidents that involved the landlord having to call the police, and the possibility that future interactions with the tenant would likely result in future threats and aggression from the tenant.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47" for cause to take effect. On this point, I find that the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate safety of the landlord, their agents, and other tenants or occupants who may reside in the home. I find that the landlord has

provided sufficient evidence to support that the tenant has acted in a hostile and threatening manner, as witnessed by multiple parties.

The threatening nature of the incidents that have taken place within a short period of time is quite worrisome. I note that the tenant has chosen to not appear at this hearing, nor has the tenant provided any contrasting accounts by way of written evidence. The main reason for the urgent nature of this application is the immediate risk to the safety of the landlord, their agents, and other occupants and their guests, and I find that the landlord has provided sufficient evidence to support this. Of particular concern is the fact that the tenant has repeatedly responded in a threatening manner when the landlord or their agents have attempted to communicate with the tenant, which highlights the potential volatility that the landlord and others may face if this tenancy continues.

Under these circumstances, I find that it would be unreasonable and unfair to the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

### **Conclusion**

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 30, 2021

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Residential Tenancy Branch