



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADA
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On March 11, 2021, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

B.O. attended the hearing as an agent for the Landlord; however, neither Tenant made an appearance at any point during the 33-minute teleconference. At the outset of the hearing, I advised B.O. that recording of the hearing was prohibited and he was reminded to refrain from doing so. He acknowledged this term. All parties in attendance provided a solemn affirmation.

He advised that each Tenant was served with a Notice of Hearing and evidence package by posting them to the door on March 12, 2021. He stated that he had his maintenance manager witness this service. Based on this undisputed, solemnly affirmed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were deemed to have received the Notice of Hearing and evidence packages three days after they were posted. As such, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; 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 an early end to this tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

B.O. advised that the tenancy started on April 1, 2020, that rent was currently established at \$1,300.00 per month, and that it was due on the first day of each month. A security deposit of \$650.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

He testified that his safety and the safety of the other residents of the building is at risk due to the behaviours of both Tenants. He stated that the Tenants confronted another resident of the building in the parking lot on March 3, 2021 and they made threats to damage this person's vehicle. Tenant L.C. was subsequently arrested, and the resident's car was moved to a different spot in the parking lot in the hope that it would be safer. The Tenants were ordered to have no contact with each other; however, they were subsequently seen together, and L.C. was arrested again.

On March 9, 2021, the police attended the rental unit three times due to various complaints and a fight between the Tenants. L.C. was arrested and charged with three offences due to this altercation. B.O. submitted documentary evidence to support this allegation and he stated that L.C. remains incarcerated until his court appearance on April 22, 2021. He stated that Tenant H.W. was verbally combative and belligerent with him when he attended the scene.

He advised that H.W. entered the Landlord's office on March 9, 2021 and stated that she was hit in the face with a gun by an acquaintance of hers. This statement was also witnessed by the maintenance manager.

He submitted that H.W. has been observed in the halls flailing around due to being high on drugs. As well, she has been observed on security camera footage stealing packages of other residents of the building. He stated that he does not feel safe around

the Tenants and the other residents of the building are concerned for their safety as well. Given that the Tenants have acquaintances with guns that enter the property, that the level of disruptions and violence has escalated, and due to the severity of the charges laid against L.C., an early end of tenancy is necessary and warranted.

Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenants have 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 undisputed evidence and solemnly affirmed testimony before me, I am satisfied that the Tenants have engaged in a pattern of behaviours that are intentional, aggressive, and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging in illegal activity that has caused or is likely to cause damage to the Landlord's property; engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord must also 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. Based on a review of the undisputed evidence of the Tenants’ ongoing, troublesome behavior, and given the severity of the charges laid against L.C. for an incident that happened in the rental unit, I accept that there is likely a genuine concern for the ongoing safety of the staff and other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One 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. As such, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants 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: April 9, 2021

Residential Tenancy Branch