



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on March 11, 2021 (the “Application”). The Landlord applied for an order ending the tenancy early based on section 56 of the *Residential Tenancy Act* (the “Act”). The Landlord also sought reimbursement for the filing fee.

C.S. and M.E.K. appeared at the hearing as agents for the Landlord (the “Agents”). The Agents called three witnesses, L.B., T.D. and J.P., during the hearing. The witnesses were not involved in the hearing until required. The Tenant did not appear at the hearing.

I explained the hearing process to the Agents who did not have questions when asked. I told the Agents they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Agents and witnesses provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord’s evidence.

The Agents testified that the hearing package and evidence were posted to the door of the rental unit March 22, 2021. The Landlord submitted a Proof of Service signed by M.E.K. and witnessed by L.B. confirming service. L.B. testified that she witnessed service of the hearing package and evidence and confirmed the information in the Proof of Service.

Based on the undisputed testimony of the Agents, undisputed testimony of L.B. and the Proof of Service, I am satisfied the Tenant was served with the hearing package and evidence in accordance with sections 88(g) and 89(2)(d) of the *Act*. Pursuant to section

90(c) of the *Act*, the Tenant is deemed to have received the package March 25, 2021. The hearing package was provided to the Landlord March 19, 2021 to serve on the Tenant by March 20, 2021. I find the Landlord did not comply with rule 10.3 of the Rules in relation to the timing of service. However, I am satisfied the Tenant received the package more than three weeks prior to the hearing and I find this sufficient as I am satisfied the Tenant had time to prepare for, and appear at, the hearing.

As I was satisfied of service of the Tenant, I proceeded with the hearing in the absence of the Tenant. The Agents were given an opportunity to present relevant evidence and make relevant submissions. I have considered the documentary evidence submitted and all oral testimony of the Agents and witnesses. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?
2. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

A written tenancy agreement was submitted as evidence. The tenancy started April 01, 2019 and was for a fixed term ending March 31, 2020. The tenancy then became a month-to-month tenancy.

C.S. testified as follows. Her and J.P. were entering the building along with the Tenant. C.S. and J.P. were attending another rental unit. The Tenant asked to speak to C.S. and C.S. told the Tenant she could not at that time because she had a meeting. The Tenant became “snarky”. Once finished in the other rental unit, C.S. and J.P. went to C.S.’s car in the parking lot and noticed two of the tires were slashed. M.E.K. reviewed the security camera footage and saw the Tenant slashing the tires. The Tenant has significantly interfered with or unreasonably disturbed the landlord of the residential property and put the landlord's property at significant risk. She feels threatened and the incident has upset her and everyone involved. The Tenant is threatening and harassing her.

M.E.K. testified as follows. C.S. reported the slashing of her tires to her. She found the security camera footage and observed the Tenant run up to C.S.’s car, produce

something from his pocket and slash the tires. She has been avoiding the Tenant because she is afraid he will do the same thing to her or someone else.

T.D. testified that he was present with M.E.K. while she was watching the security camera footage and he observed the Tenant go to C.S.'s car, take something out of his pocket and slash the tires.

J.P. testified as follows. He and C.S. were looking at work in the building. The Tenant engaged with C.S. and C.S. was not able to talk to the Tenant at that time because they were looking at work. When he and C.S. exited the building, C.S.'s tires were flat. He saw puncture marks in two of the tires which were consistent with someone slashing the tires.

The Landlord submitted a letter to the Tenant about the above incident. The incident occurred March 08, 2021. The letter is dated March 10, 2021.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause under section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test.

Based on the undisputed testimony of C.S., M.E.K., T.D. and J.P., as well as the March 10, 2021 letter, I am satisfied that the Tenant slashed two tires on C.S.'s car on March 08, 2021. I am satisfied this behaviour amounts to a significant interference with, or unreasonably disturbing, the Landlord given C.S. is an agent of the Landlord. I find this behaviour serious and unacceptable and am satisfied it would be unfair and unreasonable to require the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect given this behaviour.

I am satisfied the Landlord has met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit which will be effective two days after service on the Tenant.

Given the Landlord was successful, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*. The Landlord is issued a Monetary Order for \$100.00.

Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is entitled to reimbursement for the \$100.00 filing fee. The Landlord is issued a Monetary Order for \$100.00. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 20, 2021

Residential Tenancy Branch