



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

On March 8, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before me. The parties were informed that recording the hearing was not permitted and were ordered to stop any such recordings.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

At the start of the hearing the participants were asked to affirm an oath of truth. The Tenant stated that she cannot affirm to tell the truth. The Tenant stated that she is feeling attacked and she stated on a couple of occasions that she wanted to exit the call. The Tenant was encouraged to participate, so that her testimony could be heard and considered. The Tenant remained on the call throughout the hearing.

At the start of the hearing the Tenant stated that there is a bomb in the residential property. The Tenant was immediately questioned and asked to clarify her statement

and she stated that there are two pop cans glued together in a cooler located in the carport. The Tenant stated that the cans are not hers and that they could be a bomb.

In reply, the Landlord stated that the cans are a toy or a mousetrap and not a bomb.

Based on the testimony, I found that the Tenant's claim regarding a bomb in the residential property to be unfounded. I asked the Landlord whether or not she wanted to end the hearing based on the Tenant's statement about a bomb and the Landlord chose to continue with the hearing.

The hearing proceeded.

#### Issues to be Decided

- Does the Landlord have sufficient reason to end the tenancy early?

#### Background

The Landlord and Tenant testified that the tenancy began in early 2018 and is on a month to month basis. The Landlord purchased the property and inherited the tenancy in April 2018. The Landlord and Tenant testified that rent in the amount of \$600.00 is due to be paid to the Landlord by the first day of each month. The parties testified that the Tenant paid the original Landlord a security deposit of \$240.00.

The Landlord testified that a One Month Notice to End Tenancy for Cause ("the One Month Notice") was issued to the Tenant on January 15, 2021. The Landlord issued the One Month Notice for the following reason:

*Tenant or a person permitted on the property by the Tenant has:*

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord.*

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. The Landlord testified that the Tenant did not dispute the One Month Notice.

The Tenant testified that she received the One Month Notice and did not dispute it by applying for dispute resolution.

On March 2, 2021 the Landlord applied for dispute resolution seeking an order of possession for the rental unit based on the undisputed One Month Notice to End Tenancy for Cause.

Six days later, on March 8, 2021, the Landlord applied for dispute resolution seeking an early end to the tenancy and an order of possession for the rental unit.

The Landlord provided testimony that the Tenant has been involved in frequent volatile disputes with other occupants of the rental property and also neighbors of the residential property.

The Landlord testified that the Tenant is abrasive and is making everyone uncomfortable with her yelling and shouting at others.

The Landlord stated that there was an incident on March 4, 2021 where the Tenant threatened some children. The Landlord testified that she received a text message from a neighbor of the property saying that the neighbor's child observed the Tenant with an axe and hammer and overheard her saying something about killing someone. The Landlord called the Police and also contacted community services.

The Landlord had the neighbor present at the hearing. Ms. M.R. testified that her 14-year-old child reported that the Tenant put an axe and hammer in her car and mentioned killing.

The Tenant interrupted and stated that she actually said, "*Santa is going to kill you*". The Tenant initially reported that she said this to herself, but when questioned on this further, she stated that she said it to the children because they were screaming at her.

The Tenant testified that she was arrested by the police and placed into a hospital for 13 days. She testified that she was given an injection while at the hospital. She stated that she does not always take her medication, but she has too.

The Landlord provided a witness, Ms. S.P. who also lives in a separate unit at the residential property. Ms. S.P. stated that all the negative interactions are started by the Tenant who yells and gives the middle finger to her.

The Tenant interrupted the witness testimony and confirmed that she does give Ms. S.P. the finger.

The Tenant testified that she is actively looking for a place to move. The Landlord testified that they were trying to assist the Tenant to find a new place to live. The Landlord testified that April 2021 rent was not paid by the Tenant.

### Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.** [my emphasis]

Based on the testimony of the parties and on a balance of probabilities, I make the following findings:

I find that the Tenant's actions have unreasonably disturbed the Landlord and other occupants of the rental property. I have considered whether 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 to take effect. I find that the Landlord has a hearing on June 8, 2021 for an order of possession of the rental unit based on issuance of the One Month Notice.

I find that the recent incident on March 4, 2021 is a new intervening act by the Tenant that occurred after the One Month Notice was issued. I have also considered the Tenant's testimony that she does not always take her medication.

I am mindful that the next hearing is scheduled for almost two months in the future. Based on the unreasonable disturbances to the Landlord and other Tenants and the unstable behavior of the Tenant during the hearing, I find that it would be unreasonable or unfair to the Landlord or other occupants of the residential property, to wait for the outcome of the June 8, 2021 hearing.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is successful. Therefore, I am ordering that the tenancy will end.

I find that the Landlord is entitled to an order of possession, effective one day after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order that the Landlord can retain \$100.00 from the Tenant's security deposit in satisfaction of the application fee.

### Conclusion

The Tenant has unreasonably disturbed other occupants and the Landlord of the residential property and it would be unreasonable or unfair to the Landlord or other occupants of the residential property, to wait for the outcome of a June 8, 2021 hearing.

The tenancy is ending.

The Landlord is granted an order of possession effective after one (1) day service on the Tenant.

The Landlord can retain \$100.00 from the Tenant's security deposit in satisfaction of the application 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: April 13, 2021

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Residential Tenancy Branch