



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act, and to recover the \$100.00 cost of their Application filing fee.

The Landlords, R.B. and S.B., appeared at the teleconference hearing and gave affirmed testimony. No one attended for the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only people to call into the hearing besides me were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only people on the call, besides me, were the Landlords.

The Landlords said in the hearing that they served the Tenant with the Application and documentary evidence by posting them on the rental unit door. The Landlords submitted a photograph showing that they had done this, and they said that it was done more than 14 days prior to the hearing. As a result of this evidence and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Notice of Hearing, the Application, and the documentary evidence pursuant to the Act.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlords were given the opportunity to provide their evidence orally and respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession?
- Are the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Landlords confirmed the details of the tenancy agreement, which included that the fixed-term tenancy began on December 1, 2020 and runs to December 1, 2021. They confirmed that the Tenant is to pay them a monthly rent of \$1,500.00, due on the first day of each month. The Landlords said that the Tenant paid them a security deposit of \$750.00, and a pet damage deposit of \$500.00. They said they still have the deposits.

I asked the Landlords why I should give them an early termination of the tenancy and an order of possession. They said:

On March 3 in the afternoon, we received a call from the neighbours and from the tenants who rent the upstairs suite [of the residential property]. They were hearing a lot of commotion from [the Tenant]. [The Tenant] was outside – he tore off the railing. They heard glass breaking inside - glass came under the door between the two units. This frightened the upstairs tenants who have children. Police were called by the neighbours; multiple [police] units attended. They had to take him in under the *Mental Health Act*. We lived in that neighbourhood for over 25 years – it is quiet neighbourhood.

He has a dog, but when he left – we called but had no answer from animal rescue or the SPCA. The police said we could leave the dog inside, but with the broken glass inside, he could have been injured. We brought the dog to our place that night and called the SPCA in the morning, they took him from us.

When [the Tenant] was released from hospital, we tried to contact him, but there was no response for a couple days. When he texted back, he said he was embarrassed from what happened and was very sore. We said we will contact you in a couple days and that we wanted to inspect suite and talk to him. He put us off, then started sending text messages saying we were ones being negligent, he wanted an apology from us. We didn't respond or engage.

On March 30, we received a call again from the tenants upstairs, as the dog was crying; they said this went on for four or five hours. We knocked on the door

downstairs. We texted [the Tenant] again, but there was no response. We knocked on door, no response. We called the SPCA and they came and got the dog.

[The Tenant] had called police the night before and got taken in under the *Mental Health Act*.

So clearly there are mental health issues there. We have also had complaints that the music is on loud at 2 a.m.

The Landlords submitted copies of the texts they received from the Tenant and recordings of the police attending the residential property to address the complaints they had received. I find that this evidence corroborates the Landlords' testimony of what happened.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, a landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and evidentiary submissions of the Landlord, I find that they have met this burden.

I accept the Landlords' undisputed evidence that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property, and that he has damaged the residential property.

I find the Landlord submitted sufficient evidence that the Tenant was loud, disruptive and that he damaged the Landlord's property. I find that the Tenant unreasonably disturbed the other tenants' right to quiet enjoyment of the residential property.

I find that such behaviour, along with the need to call the police to the residential property twice in one month would cause the Landlord, and the other tenants to be unreasonably disturbed.

Due to these conclusions, I therefore find the Landlords have proven that the Tenant

has significantly interfered with or unreasonably disturbed another occupant and the Landlord, as well as put the Landlord's property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the Landlords and other tenants to wait for a One Month Notice to End Tenancy to take effect. I find that without an early end to the tenancy, the Landlords are unable to protect the other tenants' right to quiet enjoyment of the property and to preserve their own property.

I grant the Landlords' Application for an early end to this tenancy, pursuant to section 56 of the Act. I, therefore, award the Landlords with an Order of Possession that will be **effective two days** after it is deemed served on the Tenant.

Given their success, I also award the Landlords with recovery of the \$100.00 Application filing fee, pursuant to section 72 of the Act. The Landlords are authorized to deduct **\$100.00** from the Tenant's security deposit in complete satisfaction of this award.

### Conclusion

The Landlord's Application is successful, as they provided sufficient evidence to establish that the tenancy should end early, because the Tenant poses an immediate and severe risk to people and property.

The Landlords are granted an Order of Possession **effective two days after service** on the Tenant. This Order of Possession is granted pursuant to section 56 of the Act,

I authorize the Landlord to retain \$100.00 from the Tenant's security deposit, in satisfaction of the monetary award of recovery of the Application 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: April 15, 2021

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Residential Tenancy Branch