



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROCKY MOUNTAIN PROPERTY MANAGEMENT
COMPANY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on April 21, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The hearing was scheduled for 9:30 A.M. on May 27, 2021 as a teleconference hearing. The Landlord's Agent S.M. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 24 minutes before the call ended. 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 from the online teleconference system that the Landlord's Agent and I were the only persons who had called into this teleconference.

The Landlord's Agent testified the Application and documentary evidence package was served to the Tenant in person on April 29, 2021. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on April 29, 2021. The Tenant did not submit documentary evidence in response to the Application.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

2. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord's Agent testified that the tenancy began on March 1, 2019. Currently, the Tenant pays rent in the amount of \$1,450.00 which is due to the Landlord on the first day of each month. The Landlord's Agent stated that the Tenant paid a security deposit in the amount of \$725.00 which the Landlord continues to hold. The Landlord's Agent stated that the Tenant continues to occupy the rental unit.

The Landlord's Agent stated that the Tenant has been uttering threats to the on site caretaker, the Landlord, and other occupants. The Landlord's Agent stated that the Tenant has threatened to damage the rental unit to make the unit un-rentable. The Landlord provided text messages from the Tenant in support. The Landlord's Agent stated that the Tenant has already dismantled portions of the rental unit and rental property, leaving a pile of debris in front of his rental unit confirming the destruction of the property. The Landlord provided a picture of the debris of building materials in support.

The Landlord's Agent stated that the caretaker and other occupants at the rental property are concerned for their safety and the Landlord is concerned about the condition of the rental unit. The Landlord's Agent stated that he has not yet entered the rental unit due to the ongoing hostility. The Landlord's Agent stated that he can view damage from the exterior of the rental unit and estimates that there is at least \$5,000.00 in repairs to make.

As such, the Landlord is seeking to end the tenancy early based on the immediate and severe risk associated with the Tenant's lack of regard and destruction of property. If successful, the Landlord is also seeking the return of the filing fee.

Analysis

Based on the unchallenged documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord 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 of the

Act. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the Act, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) *The tenant or a person permitted on the residential property by the tenant had done any of the following:*
 - (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) *put the landlords property at significant risk;*
 - (iv) *engaged in illegal activity that*
 - (A) *has caused or is likely to cause damage to the landlord's property,*
 - (B) *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
 - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) *caused extraordinary damage to the residential property,*
and
- (b) ***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 [landlord's notice: cause] to take effect.***

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End

Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and requires immediate action.

In this case, the Landlord's Agent's unchallenged evidence and testimony indicated that the Tenant has caused significant damage to the rental unit. Furthermore, the Landlord's Agent has indicated that the Tenant has been using threats and intimidation to cause fear amongst the Landlord and other occupants in the rental building.

I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the Landlord's property at significant risk. Further, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is entitled to deduct \$100.00 from the Tenant's security deposit for the return of the 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: May 27, 2021

Residential Tenancy Branch