



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

On May 17, 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 scheduled as teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for twenty-five minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that she served the Tenant with the Notice of Dispute Resolution Proceeding using registered mail sent to the dispute address on May 20, 2021. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service.

I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

Background

The rental unit is a condo/ apartment in a multi-unit residential building.

The Landlord testified that the tenancy began in March 2020. The Tenant rents a room and shares the common areas of the two-bedroom rental unit with another tenant who is under a separate tenancy agreement.

The Landlord testified that rent in the amount of \$900.00 is due to be paid to the Landlord by the first day of each month. The Landlord stated that the Tenant paid a security deposit of \$400.00.

Issue to be Decided

- Does the Landlord have sufficient reason to end the tenancy early and receive an order of possession for the rental unit?

The Landlord testified that the Tenant recently threatened to cause her harm. The Landlord testified that she received a text message from the Tenant on May 10, 2021 where the Tenant said he has a rubber bullet gun and threatened to shoot her with it. The Landlord provided a copy of the Tenant message.

The Landlord testified that she received a text message from the Tenant on May 13, 2021 where the Tenant said the Landlord is lucky, he has not killed her yet. The Landlord provided a video recording where the Tenant is heard saying that his family was slaughtered by the RCMP.

The Landlord testified that the Tenant is intentionally causing damage to the rental unit by smashing closet mirror, removing a ceiling light fixture, and plugging the toilet with large plastic items.

The Landlord testified that the Tenant is blackmailing her for \$10,00.00 and that he will not leave unless he receives the payment. The Landlord stated that she has not paid any amount to the Tenant. The Landlord provided copies of text messages she received from the Tenant demanding money.

The Landlord testified that the other roommate moved out at the end of October 2020 because he was scared of the Tenant.

At the end of the hearing the Landlord was crying and stated that she is scared of the Tenant and having trouble sleeping.

Analysis

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant presents an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the notice by applying for dispute resolution.

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.

I accept the Landlord's testimony and documentary evidence that the Tenant threatened to harm her. I find that threats of harm are not acceptable and are grounds for ending the tenancy immediately. I also find that the Tenant is causing damage to the rental unit and is engaging in other malicious behavior. I find that the Tenant has significantly interfered with or unreasonably disturbed the Landlord of the residential property.

I find that it would be unreasonable, or unfair to the Landlord to wait for a notice to end the tenancy under section 47 to be issued.

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 the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the \$400.00 security deposit.

Conclusion

The Tenant has significantly interfered with or unreasonably disturbed the Landlord of the residential property and it would be unreasonable, or unfair to the Landlord, to wait for a notice to end the tenancy under section 47 to take effect. The tenancy is ending immediately.

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

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: June 07, 2021

Residential Tenancy Branch