



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on May 26, 2021, in which the Landlord sought an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act* (the "Act") and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on June 18, 2021. Only the Landlord called into the hearing. He gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that he served the Tenant with the Notice of Hearing and the Application on June 3, 2021 by posting to the rental unit door. The Landlord confirmed that this was witnessed by Z.S. Pursuant to section 90 of the *Residential Tenancy Act*, documents served this way are deemed served three days later; accordingly, I find the Tenant was duly served as of June 6, 2021 and I proceeded with the hearing in their absence.

The Landlord was cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. The Landlord confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an early end to this tenancy?
2. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord provided the following undisputed testimony regarding the tenancy and his reasons for wanting it to end early. This tenancy began March 1, 2021. Monthly rent is \$1,650.00 and the Tenant paid a \$825.00 security deposit.

The Landlord sought an early end to tenancy on the basis that the Tenant has threatened other occupants of the rental building, has tried to break into other rental units, allows guests to sleep in the parking lot and threatened the Landlord's business.

In support of the claim the Landlord submitted numerous letters from other occupants/renters who describe the Tenant yelling and screaming at them, threatening their lives, kicking at and damaging their doors. The Landlord also provided audio recordings taken by another occupant where the Tenant is heard threatening the other occupant, swearing at them, calling them names and banging on their door. Other audio recordings provided in evidence show the Tenant threatening and swearing at the Landlord.

The Tenant did not call into the hearing and as such the Landlord's evidence was undisputed.

Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be

unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, the Landlord submitted that the Tenant poses an immediate and severe risk to the property, other occupants, and the Landlord. The Landlord submitted documentary evidence from these other occupants, as well as video and audio recordings which confirms the Tenant has yelled and swore at others in the rental building, and has in some cases threatened them. Other recordings show the Tenant threatening the Landlord's representative. In all case the Tenant is seen as being extremely aggressive and threatening.

I am satisfied the Landlord has met the test of proving this tenancy should end. I find the Tenant has significantly breached the tenancy agreement and the *Act* by unreasonably disturbing other occupants in the building, threatening these occupants and the Landlord, as well as damaging the rental property. Based on this conclusion, I find that the Landlord has established sufficient cause to end this tenancy.

I have also considered whether it would be unreasonable or unfair to the Landlord to wait for a one month notice to end tenancy to take effect. I find the Tenant has seriously threatened other occupants and appears to be escalating in her aggression. I therefore find it would be unreasonable to wait for a one month notice to end tenancy to take effect. Accordingly, I grant the Landlord's application to end this tenancy early.

The Landlord is entitled to an Order of possession effective **two (2) days** after it is served upon the Tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that court.

Conclusion

The Landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted.

The Landlord is granted an Order of possession.

As the Landlord has been successful in this Application they may also retain \$100.00 from the Tenant's \$825.00 security deposit pursuant to sections 38 and 72 of the *Act* as recovery of the filing fee paid for this Application.

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 23, 2021

Residential Tenancy Branch