



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution to end the tenancy early and obtain an Order of Possession, and to recover the filing fee from the Tenants.

The Landlord attended the hearing and provided testimony. However, the Tenants did not appear. The Landlord stated that he personally served each of the Tenants with the Notice of Hearing, and evidence (on USB) in person on March 19, 2018. I find the Tenants received the package on this day. The Landlord stated that they confirmed with the Tenant that they were able to open the USB evidence. I find the Landlord sufficiently served the Tenants with the application and evidence for the purposes of this hearing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

### Issue(s) to be Decided

- Is the Landlord entitled to end the tenancy early and obtain an Order of Possession?

### Background and Evidence

The Landlord stated that they own 5 units which span 2 different buildings in this rental complex. This particular rental unit is a 3-bedroom unit, which abuts a couple of other

rental units. The Landlord stated that rent is \$1,850.00 and is due on the first of the month, but the Tenants have stopped paying rent, and appear to be escalating the conflict, without good reason.

The Landlord explained that the Tenants of this rental unit are parents to another ex-tenant, M.B. The Landlord explained that M.B. used to live in an adjacent unit, and moved out of her unit sometime in March 2021, and has been living at this rental unit for the past few months. The Landlord stated they see M.B. at this rental unit daily. The Landlord explained that the Tenants have an excessive number of people living in the rental unit at this point. The Landlord stated that the current occupants of this rental unit include M.B. and M.B.'s children. The Tenant's and respondents on this application are the parents of M.B. and the grandparents of her children.

The Landlord stated that back in March 2021, M.B. broke into unit #2 and assaulted another Tenant for unknown reasons. At that time she was living in her own distinct unit in the building, but since then she has moved out of that unit, and into this rental unit. The Landlord stated that they were on scene for some of this violent incident in March, and took videos at that time, which were provided into evidence. The video shows M.B. standing over an injured and incapacitated man (tenants of unit #2), followed by M.B. throwing objects at the Landlord, who was filming. The Landlord stated that M.B. eventually moved out of her separately rented unit (also in this building) into this particular unit so that she could stay with her parents. The Landlord suspects this is to have them help care for her children.

The Landlord presented a signed letter from the occupant of unit #2, D.J., which specifies that M.B. forced entry to his unit, assaulted him, and gave him a severe concussion, for which he was in the hospital for 5 days. D.J. stated that he is very uncomfortable with the thought of M.B. still living in the building, now with her parents at this subject rental unit. The Landlord stated that D.J. is a vulnerable person with health challenges.

The Landlord stated that they have continued to hear M.B. having outbursts (yelling, throwing things, hitting the walls) in unit #4, and they are concerned she will cause property damage, and/or physically assault more people. The Landlord stated that M.B. has appeared very intoxicated in some of her interactions with the Landlord, and she is difficult to reason with. The Landlord stated that they also recently noticed that the Tenants have broken a large window in the rental unit. The Landlord suspects this happened around 10 days ago.

The Landlord is not only afraid of M.B. but they also noted that when they attended the rental unit on June 12, 2021, one of the Tenant's J.B., threatened the Landlord with violence. More specifically, the Landlord stated that J.B. said "you don't know what I'm capable of when my back is against the wall like this". The Landlord explained that the whole situation has escalated and needs to end before more people are hurt and before the building is damaged further. The Landlord reiterated that M.B. caused around \$40,000.00 worth of damage at the last unit she lived in.

### Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses 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 that:

- 1) There is sufficient cause to end the tenancy based on any of the following causes:

The tenant or a person permitted on the residential property by the tenant has 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 landlord's 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,

- 2) 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 have carefully considered the testimony and evidence presented. I accept that M.B. used to be a Tenant in a separate rental unit in the building in March 2021. I find it more likely than not that she is now residing with, and occupying space in her parent's rental unit, which is the subject rental unit for this hearing. The Tenant's and respondents on this application are responsible for guests and occupants they invite over, including M.B., and M.B.'s children, who appear to be staying at the rental unit.

I accept that M.B. forced her way into another rental unit, assaulted D.J. to the point where he was concussed, and required hospitalization, sometime in March. I accept that this would have been highly traumatic to D.J. who continues to reside in the building. I also accept that this would have significantly impacted or unreasonably disturbed D.J. both at the time of the incident, but also in an ongoing manner, as it appears he is living in fear that M.B. may once again break into his apartment and assault him, given her continued presence as a guest/occupant of this rental unit.

It appears M.B. is no longer a "Tenant" in the building, given she vacated her rental unit sometime in March, around the time she assaulted D.J. However, I find she is still an occupant, and a guest of the Tenants/respondents on this application. I note she is seen every day at the rental unit with her children. I find it important to note that the Tenants and respondents on this application are responsible for all guests and occupants they invite into the rental unit, including the impacts those guests have on other people in the building.

I note the Landlord has continued to hear M.B. having outbursts in the rental unit, and has seen her swearing, yelling, and disrupting others. The Landlord stated that this happened on June 1, 2021, and even since that time, loud thumps and yelling has been

heard from the rental unit. I note a large window is now broken in the rental unit, although the cause of that is unclear.

Having considered the totality of the evidence and testimony, I find that M.B.'s continued presence and occupation of this rental unit is significantly interfering with and unreasonably disturbing another occupant, particularly D.J. who still resides in the building. Additionally, I find one of the Tenant's, J.B., has made highly suggestive and inappropriate threats which appear to be aimed at intimidating the Landlord. This has occurred recently, only around 10 days ago. In totality, I find the Landlord has demonstrated that they have cause to end the tenancy, and also that it would be unreasonable to wait for a 1 Month Notice to take effect, given the egregious nature of M.B.'s behaviour, her continued presence, and the impact this would have on other vulnerable Tenant's in the building, particularly D.J.

I find the Landlord has sufficiently demonstrated that the totality of the situation is such that an order, pursuant to section 56 of the Act, is warranted. As such, I find the Landlord is entitled to an order of possession, effective 2 days after service on the Tenants.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction of the recovery of the cost of the filing fee.

### Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenants. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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 22, 2021

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Residential Tenancy Branch