



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On June 20, 2021, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing with E.Y. attending the hearing as the owner of the property and a witness for the Landlord. However, the Tenants did not attend the hearing at any point during the 39-minute teleconference. At the outset of the hearing, I explained to the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. They acknowledged this term. As well, they provided a solemn affirmation.

The Landlord advised that each Tenant was served the Notice of Hearing and evidence package by being posted to their door on June 25, 2021. Signed proof of service forms were submitted to confirm service of these packages. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were duly served the Notice of Hearing and evidence packages. However, the Landlord did not serve the digital evidence or the late evidence that was submitted to the Residential Tenancy Branch. As such, only the Landlord’s documentary evidence that was served with the Notice of Hearing packages will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

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 an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord advised that he rented the entire property and that he had permission from his landlord, the owner, to re-rent a portion of the property. He submitted that the tenancy with his Tenants started on February 1, 2021, that rent was currently established at \$1,532.00 per month, and that it was due on the first day of each month. A security deposit of \$766.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

He testified that on May 19, 2021, the Tenants were heard yelling and screaming at each other and it sounded like there was physical abuse. The police were called and the Tenants were ordered to live separately for a few days, but they eventually returned. In addition, he stated that a guest of one of the Tenants overdosed on drugs around this time. The police and ambulance were called, and this person was taken away.

He submitted that on June 5, 2021, the male Tenant was heard screaming either "I'll kill you" or "I'll kill myself" and the female Tenant was heard screaming as if she was being attacked. The police were called again, and the situation was defused as they ordered the Tenants to live separately for a few days. He referenced a text message from the female Tenant, that was submitted as documentary evidence, which demonstrated her feelings that she did not feel safe around the male Tenant. In addition, he cited a statement from another person that lives on the property, that was submitted as

documentary evidence, which supports the Landlord's position with respect to this incident.

He advised that on June 25, 2021, the male Tenant threatened him by text stating that he "better watch your self [sic] once im [sic] not living there who knows what you'll be dealing g [sic] with". As well, he stated that he was walking to work when the male Tenant followed him on his motorcycle, gave him the middle finger, and then pointed his finger to his own head as if it were a gun. Moreover, the male Tenant texted that day threatening him again by stating that his kids should "watch their back." He contacted the police regarding these threats and the police talked to the male Tenant to caution him of his behaviour.

He submitted that including the above situations, there were at least 10 concerning incidents in total involving the Tenants. He stated that the police determined that they were committing insurance fraud on the property. As well, he testified that the Tenants broke doors and windows on the property, that they spray painted the front door with graffiti, that they had an uncontrolled fire in the backyard, that they broke a fence, and that the yard is littered with debris and garbage. He referenced the witness statements from other residents of the property who do not feel safe living with the Tenants, and he referenced the documentary evidence to support this position.

E.Y., as the owner of the property, is concerned about the damages and the potential damages to his property. He confirmed the incidents alleged by the Landlord and he reiterated his concerns with the unpredictable and dangerous behaviour of the Tenants.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenants have 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 interests 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;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that 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, the tenant 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.

Based on the undisputed evidence and solemnly affirmed testimony before me, I am satisfied that the police have attended the rental unit on multiple occasions and the Tenants have been warned about their behaviours. I am also satisfied that their recent conduct demonstrates that they continue to display violent, aggressive, and inappropriate behaviours despite being warned. As well, the consistent and undisputed evidence is that the Tenants continue to behave in an unacceptable manner that endangers the welfare of other residents of the property.

Ultimately, I am satisfied that the Tenants' behaviours were likely intentional, aggressive, malicious, and that they pose a danger that would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging in illegal activity that 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord must also demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 for cause" to take effect. Based on the consistent

evidence and undisputed testimony of the Tenants' troublesome past and current behaviors, I accept that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons above, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in his claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain this amount from the security deposit in satisfaction of the amount awarded.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 13, 2021

Residential Tenancy Branch