



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTHWOOD VENTURES INC. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenant was served with the notice of an expedited hearing in person on July 30, 2021. The landlord referred to a submitted proof of service document as proof of service, however a review of the proof of service document shows that the notice of Expedited Hearing RTB-9 form shows that it was served in person; and under the "Special Details" that "Posted the notice to vacate on the door with caretaker present." The landlord stated that this was a clerical error by the server and confirmed that the notice of an expedited hearing and the submitted documentary evidence was served in person on July 30, 2021.

On this basis, I accept the undisputed affirmed testimony of the landlord and find that the tenant was personally served with the notice of expedited hearing and the submitted documentary evidence on July 30, 2021. Despite not attending the tenant is deemed served as per section 90 of the Act.

At the conclusion of the hearing the landlord clarified that the application filed contained a clerical error. The landlord stated that the rental address provided by the landlord on the application should be in Vancouver and not Delta. The landlord confirmed Vancouver as the city location for the rental address. On this basis, the landlord's application was corrected to reflect the proper address of the rental in Vancouver.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 24, 2020 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated September 24, 2020. The monthly rent is \$760.00 payable on the 1st day of each month. A security deposit of \$380.00 was paid on September 24, 2020.

The landlord seeks an early end to the tenancy and to obtain an order of possession. The landlord claims that this is an urgent application about a tenant who poses an immediate and severe risk to the rental property, other occupants or the landlord. The landlord provided affirmed testimony that the named tenant "is threatening murder to our caretaker (J.K.) and that going to jail does not scare him." The landlord confirmed that a 1 month notice to end tenancy was served to the tenant dated July 3, 2021, for related issues, but stated that threatening physical violence now makes this an urgent issue.

The landlord stated that a statement from him was provided to the local police and has submitted a copy into evidence regarding this incident. The landlord stated that the tenant was arrested at the time, but was subsequently released. The landlord provided a statement that he was present when the named tenant threatened to kill his caretaker. The landlord also referred to a signed statement by his caretaker which states in part that "I have been threatened a number of times by the occupant...I don't feel safe in my position of caretaker with Q. in the building."

The landlord has submitted in support of these claims a copy of:

Unsigned Police Statement by landlord
Landlord's caretaker statement

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

In this case, I find on a balance of probabilities that the landlord has provided sufficient evidence that the named tenant threatened the landlord's caretaker causing him to fear for his safety. The landlord provided undisputed evidence that the tenant threatened to kill the landlord's caretaker and that this would make it unreasonable and unfair to the landlord to wait for the 1 month notice to take effect. The landlord provided undisputed testimony that he was a witness to the threatening that took place.

Conclusion

The landlord is granted an order of possession to take effect two days after it is served upon the tenant.

Should the tenant fail to comply with this order, the order may be filed in the Supreme Court of British Columbia and 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: August 12, 2021

Residential Tenancy Branch