



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sussex Realty Ltd. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking an order of possession ending the tenancy earlier than a notice to end the tenancy would take effect, and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony and called 1 witness who also gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's witness testified that the witness served the tenant with the application and notice of this hearing, as well as some of the evidentiary material by posting it to the door of the rental unit on August 21, 2021. Other evidence, which was uploaded to the Residential Tenancy Branch automated system on August 25, 2021 has not been served to the tenant, other than by text message, and the tenant did not respond. Since I am not satisfied that the tenant has been properly served with the August 25, 2021 evidence, I decline to consider it, but all other evidence provided by the landlord has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that 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 for cause to take effect?

### Background and Evidence

**The landlord's agent** testified that this month-to-month tenancy began on December 4, 2020 and the tenant still resides in the rental unit. Rent in the amount of \$1,023.00 is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$511.50 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in an apartment complex, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that on July 21, 2021 a video was submitted to the head office in Winnipeg showing a guest of the tenant pulling on the front door of the rental building until it broke. It was reported to the caretaker later by another tenant. The tenant and a guest of the tenant are seen on the video entering; the door was then left and not reported by the tenant or the tenant's guest. The landlord invoiced the cost of repair to the tenant at \$126.63, but the tenant has not paid for it.

The landlord's agent has also seen video showing that the tenant's guest has also in the past pulled on the door several times until the top pin came out on more than 1 occasion. The tenant has on numerous occasions texted the caretaker saying that she had no keys.

Another hearing is scheduled for October 1, 2021 wherein the landlord has applied for an Order of Possession without serving a notice to end the tenancy, and the landlord's agent testified that this expedited hearing was requested because the tenant won't admit damages or pay for the door. The pattern of behaviour has become worrisome for other tenants in the building, and copies of letters from other tenants have been provided for this hearing.

In addition to the broken door the landlord's agent testified that the landlord has video of the tenant with guests and the tenant, who appear to be intoxicated. There are also reports of other tenants having to fight off guests of the tenant who attempt to get into the building and the tenants are trying to prevent that.

**The landlord's witness** testified that she wrote down each time that she has seen video camera footage of guests of the tenant going into the laundry room attempting to get coins from the machines, and going throughout the building. There have been drug over-doses, people yelling and screaming trying to get the attention of the tenant. They have also been buzzing wrong numbers attempting to get in, but the tenant allowed

them in and took them to her apartment. People are also seen under a tree “shooting up” in the front yard of the complex.

On March 26, 2021 the police and an ambulance were called to the rental unit. The witness was told about it and checked the video camera which showed that the tenant was with other people who appeared to be in an over-dose situation. The ambulance was taking them to the hospital from the tenant’s apartment.

Due to the pattern indicated in videos seen by the landlord’s witness, the tenant and guests are terrorizing other occupants of the building, and are high on drugs, belligerent and damaged property. When the witness has tried to discuss the matters with the tenant, the tenant also becomes belligerent and walks away, or if one the phone, the tenant hangs up and won’t discuss things.

The building has 37 apartments on 4 floors, and it’s scary for other occupants. The tenant played light of it when the witness talked to her, however there was a lot of complaints about noise.

### Analysis

The *Residential Tenancy Act* states that I may make an order specifying a date on which the tenancy ends and the effective date of an Order of Possession only if I am satisfied that:

(a) 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

(b) 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 [*landlord's notice: cause*] to take effect.

I have read the letters provided by other tenants in the rental complex who state, among numerous other complaints, that there are few times that the tenant does not have multiple guests in the rental unit, as well as finding people sleeping the stairway. I have also reviewed the video evidence showing images of people attempting to force the door of the rental complex open, and another attempting to jam the door to keep it from locking.

I also consider the testimony of the landlord's witness who states that the tenant's guests have attempted to steal coins from the laundry, buzzing other tenants in the building hoping to be let in, and attempting to steal mail.

I also consider it very concerning that the events leading to this application have been on-going since the beginning of the tenancy, and the tenant's refusal to talk to the landlord about the events when approached. The tenant obviously takes no responsibility for her guests, and I find that the landlord has established that the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; 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, adversely affected the quiet enjoyment, security, safety or physical well-being of other occupants, and has caused extraordinary damage to the door of the building.

I am also satisfied that it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end the tenancy to take effect, and I grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlord as against the tenant in that amount and I order that the landlord be permitted to keep that amount from the security deposit held in trust, or may otherwise recover it by filing it for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the landlord may keep that amount from the security deposit held in trust or may otherwise recover it.

This order is final and binding and may be enforced.

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: September 03, 2021

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Residential Tenancy Branch