



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

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 the issuance of an Order of Possession pursuant to section 56; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. 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.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?
Is the landlord entitled to the recovery of the filing fee for this application from the tenant?

Background and Evidence

This tenancy began on January 1, 2019 with the current monthly rent of \$1250.00 due on the first of each month. The landlord holds a security deposit of \$625.00. The landlord filed this application for some of the following reasons as noted on their application:

“VT Unit #1 threatened to kill the tenant DP Unit #3 on August 19th. VT also threatened to hurt RW and MW of Unit #4 and set fire to the building. On August 21st VT left an axe outside DP bedroom window.. On September 5 VT again threatened to kill DP and caused water to escape and damage the ceiling of Unit #3 below.”

The landlord testified that the tenant threatened to kill DP on two occasions and placed an axe on her deck viewable only to DP. The landlord testified that the tenant kept screaming to DP that “I’m not going to stop until your dead”. The landlord testified that VT was loud, aggressive and threatening to the point the police attended on three separate occasions from August 19, 2021 to September 5, 2021. The landlord testified that the tenant sent him threatening text messages that “I haven’t burned the whole building down...yet”. The landlord testified that along with the threats, the tenant left water running unattended in her unit causing damage to that unit along with damage to the unit below.

The landlord submits that the tenant has made all the other tenants feel unsafe through her abusive, threatening and erratic behaviour. The landlord testified the tenant has been verbally abusive towards him as well. The landlord testified that he is fearful that the tenant will damage his building and other tenants are fearful that the tenant will physically hurt them. The landlord stated 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 requests an order of possession.

The tenant gave the following testimony. The tenant testified that she has always been polite and courteous to the landlord. The tenant testified that she is not proud of the text messages she sent the landlord and apologizes for that. The tenant testified that she

has been on anti-anxiety medication as the pandemic has been very difficult for her. The tenant testified that she was very confused to all the complaints as she felt she had a very good relationship with all tenants. The tenant testified that she believes that much of the incidents have been “staged” to evict her to get more rent. The tenant believes that this has to do with one noise complaint from July 2021. The tenant testified that she would like to stay.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord’s notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has 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.

The tenant was given a full opportunity to address the allegations made against her. The tenant used that opportunity to discuss irrelevant issues instead of addressing the claims. In addition, the tenant kept jumping from one issue to another that was dated or unrelated. I find the tenants testimony to be illogical, disjointed, and unreliable.

The landlord has provided clear, concise, and compelling testimony and extensive documentation to corroborate his testimony. The landlord provided sufficient evidence

that the tenant has a pattern of aggressive, dangerous and threatening behaviour that has caused great anxiety, stress, and fear to the landlord and other tenants. The landlord has satisfied me that the tenant has:

- “*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant*” **and**
- *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.*

Based on the above, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated.

The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction and recovery of the filing fee.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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: October 19, 2021

Residential Tenancy Branch