



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 1, 2021, wherein the Landlord sought an early end to tenancy and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 11:00 a.m. on October 4, 2021. Only the Landlord and his son, B.S., called into the hearing. The Landlord gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:33 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and his son and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that he personally served the Tenant with the Notice of Hearing and the Application on September 14, 2021, as well as posting the documents to the rental unit door on that date. He stated that his son, B.S., was present when he served the Tenant as well as when he posted the documents to the rental unit door. I accept the Landlord's undisputed testimony in this respect and find the Tenant was duly served as of September 14, 2021 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's



submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to an early end to this tenancy?
2. Should the Landlord recover the filing fee paid for this Application?

### Background and Evidence

The Landlord testified that this tenancy began November 1, 2018. Monthly rent is \$1,600.00 and the paid a \$400.00 security deposit.

The circumstances giving rise to the Landlord's request to end the tenancy early relate to his concerns regarding the Tenant's illegal activity, the Tenant's abuse of the rental property, as well as the Tenant's threats of violence towards the Landlord.

The Landlord stated that the police attend the rental unit daily due to the Tenant's selling drugs from the rental unit. He stated that at times more than 60 people a day will attend to purchase drugs from the Tenant. The Landlord also provided written submissions wherein the Landlord claimed the Tenant stores stolen property at the unit and the legitimate owners attend, confront the Tenant, and cause damage to the property. The Landlord stated that the backyard, front and driveway are filled with garbage and stolen property; in support the Landlord also provided photos of the backyard showing an accumulation of items.

The Landlord stated that the Tenant has also not paid rent for five months. He further testified that the Tenant and the Tenant's friends threatened to assault the Landlord at the end of August when he attempted to collect the rent. He stated that the situation is escalating such that the Tenant has now threatened his life. He stated that during the first week of September when he again asked the Tenant's to pay rent, the Tenant and two of her friends attempted to assault the Landlord. He was able to run away from them and lock a gate thereby avoiding any physical harm. He stated that he told the Tenant and her friends that he was going to call the police at which time the Tenant and her friends told him that if he tried to return to the rental unit, they would kill him. The Landlord confirmed that after this threat he has not returned to the rental unit.



## Analysis

A tenancy may be ended early pursuant to section 56 of the *Act*, which provides as follows:

### **Application for order ending tenancy early**

**56** (1)A landlord may make an application for dispute resolution to request an order  
(a)ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b)granting the landlord an order of possession in respect of the rental unit.

(2)The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(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.

(3)If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

***[emphasis added in bold italics]***

This is a two part test and the landlord must prove both parts.

In this case, the Landlord testified that the Tenant has engaged in criminal activity and has become increasingly threatening to the extent that most recently the Tenant has threatened the Landlord's life. The rental home has been used by the Tenant for dealing illegal drugs as well as storing stolen property. This behaviour has resulted in the police attending regularly. The Tenant has also not paid rent and when the Landlord attempted to address this issue the Tenant and their friends attempted to assault the Landlord and threatened his life. I accept the Landlord's testimony regarding the above.

The Tenant was served with Notice of this hearing yet failed to attend. As such, they did not dispute the Landlord's claim or the Landlord's testimony and evidence.

On balance I find the Tenant has significantly interfered with or unreasonably disturbed the Landlord, as well as seriously jeopardizing his health and safety. I accept the Landlord's testimony that the Tenant threatened to harm the Landlord. Given the severity of this threat, I find it would be unreasonable for the Landlord to wait for a hearing on the merits of a 1 Month Notice to end tenancy for Cause.

I therefore grant the Landlord's request. The Landlord is granted an Order of Possession which shall be effective immediately upon service on the Tenant. Should the Tenant fail to vacate the rental unit, the Landlord may file and enforce the Order of Possession in the B.C. Supreme Court.



The Landlord has been successful in this Application; as such, and pursuant to sections 38 and 72 of the *Act*, I authorize the Landlord to retain \$100.00 of the Tenant's security deposit as recovery of the filing fee. The balance of the Tenant's security deposit shall be held by the Landlord and dealt with in accordance with section 38 of the *Act*.

Conclusion

The Landlord is entitled to an early end to tenancy. The Landlord is granted an Order of Possession effective immediately and may retain \$100.00 from the Tenant's security deposit as recovery of the filing fee.

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 04, 2021

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Residential Tenancy Branch