Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- recovery of the filing fee.

The landlord's agents (agents) and witness attended; however, the tenant did not attend.

As the tenant did not attend the hearing, service of the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The agent provided affirmed testimony that the application package was served on the tenant by attaching the documents to the tenant's door on September 17, 2021, one day after receiving the application package from the Residential Tenancy Branch (RTB).

I accept the landlord's undisputed evidence and find that the tenant was served notice of this hearing in a manner complying with section 89(2)(d) of the Act. The hearing proceeded in the tenant's absence.

The agents and witness were provided the opportunity to present their affirmed testimony, to refer to their documentary evidence, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the RTB Rules. However, not all details of the submissions and or arguments are reproduced here; further, only the evidence specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit and recovery of the filing fee?

Background and Evidence

The written tenancy agreement shows a tenancy start date of January 1, 2019, for a monthly rent of $1,100. The rental unit is in a multi-unit strata building.

In support of their application, the agent submitted that the tenant has done at least one of the following:

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

In support of their application, the witness testified that the other residents have come to be fearful of the tenant, due to his extreme behaviour and intimidation. For instance, the witness said that the cleaner will not vacuum the carpet outside the tenant's rental unit without her husband and son present, as she fears for her safety. Other occupants are now afraid to leave their rental units, due to their safety concerns, as many of the threats are of a physical nature. The agent and witness said they have been inundated with ongoing complaints from other tenants.

The witness submitted that on at least two occasions, the tenant has caused fires in the rental unit, setting off the alarms, which in turn, resulted in the fire department coming to investigate.

The witness submitted that the present application was prompted by the tenant's threats of bodily harm to him. In explanation, the witness said the tenant came to his home in the residential property, saying he lost power. The witness said that the landlord or building owner would not have turned off his power, and upon inspecting the rental unit, the witness said the main breaker in the rental unit had been tripped.

According to the witness, the tenant then started uttering threats of bodily harm, which resulted in the witness calling the police. The witness said that 6-7 police officers attended, as they were quite familiar with the tenant.

The witness said the police officer informed him that he should be careful, as he would not be safe. The police instructed the witness to keep his doors locked and keep away from the tenant.

Analysis

Based on the undisputed relevant oral and written evidence, and on a balance of probabilities, I find and I am satisfied that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Section 56 of the Act applies and states:

> **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]

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act. I find the actions of the tenant and the evidence before me to support that the tenant has uttered threats of bodily harm to the resident building manager, to the extent the police were called to intervene and investigate. The investigation resulted in the resident building manager being told to stay in his home, keep his doors locked, and stay away from the tenant.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenant. I find the tenancy ended the date of this hearing, October 8, 2021, pursuant to sections 56 and 62(3) of the Act.

I also grant the landlord recovery of their filing fee of $100, pursuant to section 72(1) of the Act.

Conclusion

The landlord's application is successful.

The tenancy ended this date, October 8, 2021.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that they may be liable for bailiff costs.

The landlord is granted a monetary order of $100, for recovery of their filing fee.

I authorize the landlord to deduct $100 from the tenant's security deposit, if they choose to redeem their monetary award in that manner. If so, the monetary order is of no force or effect.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 8, 2021

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Residential Tenancy Branch