



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Telon Holdings Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on October 18, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The hearing was scheduled for 9:30 A.M. on November 16, 2021 as a teleconference hearing. D.F. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 11 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that D.F. and I were the only persons who had called into this teleconference.

D.F. testified the Application and documentary evidence package was served to the Tenant by Registered Mail on October 21, 2021. The Landlord provided a copy of the receipt in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on October 26, 2021. The Tenant did not submit documentary evidence in response to the Application.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

2. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

D.F. testified that the tenancy began on June 1, 2021. Currently, the Tenant is required to pay rent in the amount of \$2,173.00 which is due to the Landlord on the first day of each month. D.F. stated that the Tenant paid a security deposit in the amount of \$1,087.00 which the Landlord continues to hold. D.F. stated that the Tenant continues to occupy the rental unit.

D.F. stated that the Landlord is seeking to end the tenancy early based on the fact that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. D.F. stated that the Landlord has received several complaints from other occupants regarding the Tenant's aggressive and threatening behaviour.

Specifically, the D.F. stated that the Tenant has engaged in threatening behaviour towards the occupant who lives below her. D.F. stated that the Tenant had two dogs in her rental unit, despite not being permitted to do so. D.F. stated that the Tenant lets her dogs defecate and urinate on the balcony, before hosing it down to the patio below. The Landlord has provided video evidence in support. D.F. stated that the Tenant has reacted to the accusations in a threatening manner resulting in text messages containing threats of violence being sent to the occupant. The Landlord has provided the texts in support.

Furthermore, D.F. stated that the Tenant has gone as far as trying to break down the occupant's door in an attempt to harm the occupant who lives below. This was also captured on video was provided by the Landlord in support. D.F. stated that he contacted the police. A Police file number was provided.

D.F. stated that the occupant is scared for her safety as the Tenant is capable and has attempted to follow through on her threats. D.F. stated that he has served the Tenant with a One Month Notice, however, it would be unfair to wait for the Notice to take effect, given the volatile and risky situation created by the Tenant.

Analysis

Based on the unchallenged and documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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...

- (a) The tenant or a person permitted on the residential property by the tenant had 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.*

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for

Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlord's unchallenged evidence and testimony indicated that the Tenant has made threats to harm another occupant at the rental property. Furthermore, the Landlord has provided sufficient evidence to demonstrate that the Tenant has taken action to follow through on her threats, which were captured on video.

I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant and given the high level risk of violence, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlords is entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: November 16, 2021

Residential Tenancy Branch