



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **ET, FFL**

Introduction

The Landlord sought an early termination of the rental unit tenancy by Expedited Hearing pursuant to Sections 56 and 62 of the *Residential Tenancy Act* (the “Act”). The Landlord also sought recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord attended the hearing at the appointed date and time and provided affirmed testimony. The Tenants, BL and LRS, did not attend the hearing. 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 I were the only ones who had called into this teleconference.

The Landlord was advised that Rule 6.11 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure (the “ROP”) prohibits the recording of dispute resolution hearings. The Landlord testified that he was not recording this dispute resolution hearing.

The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Landlord confirmed that he served the Tenants with the Notice of Dispute Resolution Proceeding package and all evidence for this hearing by Canada Post registered mail on October 14, 2021. He referred me to the Canada Post registered mail receipts with tracking numbers submitted into documentary evidence as proof of service. I noted the registered mail tracking numbers on the cover sheet of this decision.

The Landlord also provided an RTB Form #9 Proof of Service: Notice of Expedited Hearing-Dispute Resolution Proceeding only for BL, but he confirmed in the hearing that he sent two separate packages, one for each Tenant, and he included the Canada Post Tracking numbers. I find that the Tenants were sufficiently served with all the documents for this expedited hearing in accordance with the director's standing order on service related to an Expedited Hearing.

Issues to be Decided

1. Is the Landlord entitled to an Order of early end of tenancy and an Order of Possession?
2. Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

This periodic tenancy began on November 1, 2014. Monthly rent is \$1,316.00 payable on the first day of each month. A security deposit of \$588.00 was collected at the start of the tenancy and is still held by the Landlord.

The Landlord stated that BL has been getting into arguments and fights with the neighbour which resulted in major disturbances in the building and especially with other tenants residing near BL. The Landlord testified that in the early morning hours on August 30, 2021, BL was out on the street shouting and threatening his neighbour. Several tenants called the police, who came out to investigate. When the police arrived, BL ran back into his unit. This happened about three times, BL coming out onto the street, shouting, banging on a fence, then when the police returned, he would run back into his unit. At one point the police did speak to him and he returned to his unit, only to come out again shouting and causing a disturbance.

The Landlord submitted videotaped recordings of BL tampering with a car and a truck in the parking garage of the building. One tenant reported that the door covering his gas tank was damaged on his car. This gas tank door must be opened from the inside of the car. Another tenant in the building reported that when he went to the gas station to fill up

with fuel, the gas cap on his truck was damaged. Both of these incidents were reported to the Landlord and caught on video.

Two or three days prior to the hearing, the Landlord found that a wall in the hall where the Tenant lives was vandalized. The Landlord speculates that the Tenant is responsible.

The Landlord stated that one tenant who lives next door to the Tenant is moving out because of BL. The Landlord said they feel unsafe and scared and are set to move out on October 31, 2021. The Landlord testified that feeling unsafe and scared is a common theme shared by several tenants in this building due to the disturbances caused by the Tenant.

Even the Landlord feels uncomfortable because of the Tenant. The Landlord said he is destroying others' property, and he is creating violent and loud interactions with some tenants and also to the surrounding community of buildings. The Landlord testified that because of this Tenant's actions, good tenants are leaving his building which puts this rental property at risk.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus, in this application, is on the landlord to prove, on a balance of probabilities, the grounds on which this application for an early end to tenancy were based. As this hearing was conducted pursuant to ROP 7.3, in the Tenants' absence, all the Landlord's testimony is undisputed.

In this matter, Section 56 of the Act is relevant:

56 (1) A landlord may make an application for dispute resolution requesting

(a) an order 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) an order granting the landlord possession 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.*

I find that BL's conduct creates significant interference and unreasonably disturbs other occupants in the building especially those tenants who reside close to BL. One tenant is leaving this rental property because of BL's unreasonable disturbances and interference with his quiet enjoyment. BL's tampering with occupants' cars in the parking garage observed on several video recordings has jeopardized the property of those occupants. Based on the undisputed testimony of the Landlord, I find that the Tenant's arguing, loud disturbances, and tampering with others' cars has not only significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property, but also has jeopardized a lawful right or interest of other occupants and the Landlord.

BL's conduct demonstrates that he puts the building's occupants and their property at imminent risk, and I find it would be unreasonable, or unfair to the Landlord and several of the remaining tenants of the residential property, to wait for a notice to end the tenancy under Section 47 [landlord's notice: cause] to take effect.

I find the Landlord has satisfied me that an order to end this tenancy early is warranted and is entitled 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 Landlord is entitled to recover the filing fee paid to start this 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 British Columbia Supreme Court.

The Landlord is entitled to recover the \$100.00 filing fee and it may be deducted from the security deposit still held by the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 1, 2021

Residential Tenancy Branch