



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 landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for an order to end the tenancy early and receive an order of possession for health or safety purposes, and to recover the cost of the filing fee.

Landlord BP (landlord) and the tenants attended the hearing and gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The hearing process was explained and an opportunity to ask questions was provided to the parties.

As both parties confirmed having been served with documentary evidence from the other party and that they had the opportunity to review that evidence, I find the parties were sufficiently served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession for health or safety reasons under section 56 of the Act?
- If yes, is the landlord entitled to the recovery of the cost of the filing fee?

Background and Evidence

A copy of the current tenancy agreement was submitted in evidence. The current tenancy began on September 1, 2021. Monthly rent is \$1,400.00 per month. A security deposit of \$575.00 and a pet damage deposit of \$200.00 were paid by the tenants.

The landlord presented a text message for my consideration which states in part the following from the male tenant to the landlord:

Unreal. I'm posting about this all over social media and Sooke pages too by the way. Calling you guys out on it. Maybe when it's coming from more than just me how fucked up the situation is, it'll open your eyes lol

...

I think you guys are in for a very expensive bumpy ride here now. Hope you're ready

...

You touch any of my stuff. I know where you guys live. Remember that

...

I will rip my light fixtures out of the roof, and so on, towel racks out of the bathroom walls. You name it man every little thing we've done will be removed

...

So I'm looking for a new place, but even after I move out I'm keeping just enough stuff at this place that it's illegal for you to do anything with it ill come back once a week, you won't be allowed to change keys or anything, last landlord I did that to, it took a year and a half before they could get the court order to get the repo men to get him his property back. Cost him a lot of money too \$50,000 if I recall plus a year and a half unpaid rent. 😊 let's ride this train assholes!! Again better get your ducking dishwasher out of the workshop it's a workshop not a storage!!!!!!

[reproduced as written]

The tenant was asked why they wrote these texts to the landlord and the tenant replied that they were really frustrated.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find and I am satisfied that the male tenant has engaged in illegal activity that is both likely to cause damage and has adversely the quiet enjoyment, security, safety and physical well-being of another occupant of the residential property.

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 male tenant to be unreasonable and that there is no room in any tenancy for the tenant to threaten the landlord with damage to the rental unit and other direct threats such as “I know where you live” and threats to post about the landlords on social media. Furthermore the tenant boasts about causing a prior landlord \$50,000.00 plus 1.5 years in unpaid rent, which I find unreasonable.

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 on the tenants. I find the tenancy ended the date of this hearing, November 26, 2021 pursuant to section 62(3) of the Act.

As the landlord's application is successful, I grant the landlord **\$100.00** for the recovery of the cost the filing fee under section 72 of the Act. I authorize the landlord to retain \$100.00 from the tenants' \$575.00 security deposit pursuant to sections 38 and 67 of the Act in full satisfaction of the recovery of the cost the filing fee. I find the tenants' security deposit is now \$475.00 effective immediately pursuant to section 62(3) of the Act.

Conclusion

The landlords' application is successful.

The tenancy ended this date, November 26, 2021.

The landlords are granted an order of possession effective two (2) days after service on the tenants.

This decision will be emailed to the landlords and sent by regular mail to the tenants. The order of possession will be emailed to the landlords for service on the tenants. This order may be enforced through the Supreme Court of British Columbia. I caution the tenants that they can be held liable for all costs related to enforcement of the order of possession.

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

Dated: November 26, 2021

Residential Tenancy Branch