



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Tenant poses an immediate and severe risk to people and/or property; and to recover the \$100.00 cost of their Application filing fee.

The Landlord, T.L., appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. Two witnesses attended and gave affirmed testimony for the Landlord, S.P. and L.R. ("Witnesses"). The teleconference phone line remained open for over 40 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlord and his Witnesses, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlord and his Witnesses.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about it. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenant with the Notice of Hearing documents by email sent on October 18, 2021, and by posting it on the rental unit door that day. The Landlord submitted a photograph showing an envelope taped to an outside door. The Landlord also submitted an email response he received from the Tenant confirming

receipt of these documents. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application, and he confirmed these addresses in the hearing. He also confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Landlord that pursuant to Rule 7.4, I would only consider his written or documentary evidence to which he pointed or directed me in the hearing. I also advised him that he is not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Are the Landlords entitled to an early termination of the tenancy and an order of possession?
- Are the Landlords entitled to recovery of the Application filing fee?

Background and Evidence

The tenancy agreement states, and the Landlord confirmed in the hearing that the periodic tenancy began on February 1, 2019, with a monthly rent of \$1,800.00, due on the first day of each month. The Landlord confirmed that the Tenant paid him a security deposit of \$900.00, and no pet damage deposit. The Landlord said he still holds the security deposit in full.

In the hearing, the Landlord said that he is a father of three children, aged 9, 7 and 3 years old. He said the Tenant lives in the basement suite of the house in which his family lives upstairs. The Landlord said that he works full-time and that his work week is over 90 hours a week long, which he spends away from home. He also said that he had to miss work to attend this hearing.

The Landlord said the reason he seeks an early termination to the tenancy and an order of possession for the rental unit is because there have been problems with this tenancy since the start. He said:

Right from the beginning there's been problems. I noticed a syringe by the shared garbage area. The Tenant has a daily, I assume, drug dealer who comes every morning and drops something off, and stays for a few minutes only. Within the last . . . there are also alcohol deliveries. One instance, at about 9 a.m., she's had a food service delivery arrive, but it's not food – it's a bottle of some type of alcohol. So, from the time anyone encounters her, whether myself or my young children, she is so intoxicated that she becomes unruly and confrontational – causing considerable stress in my household.

We haven't collected rent – she was supposed to be out on October 1 – we're getting it both financially and mentally.

She's mentioned frequently that she has no where to go. But that's not true. It's a well know fact that her mother lives less than a kilometre away from here. That's where her young children live, as well. She said she wanted a two bedroom for herself and her young children, but they are never here.

The Landlord called his first witness, S.P., who said he is the Landlord's neighbour who lives next door.

I asked this Witness if he knows the Landlord's tenant from the basement unit. The Witness said:

Yes, I do, working in my garden, she many a time comes and sits by me, or stands and talks to me, and becomes friendly and all that. I do not know her personally.

I asked the Witness if there is anything that he finds unusual about the Tenant, and the Witness said:

Yes, the way she talks to me is if we are good friends, which we are not. Maybe she's not feeling okay, something is wrong with her that she's not talking to me properly.

I asked the Witness if he has ever seen the Tenant consume any intoxicating substances, and he said:

I think so. I always see one particular guy who comes every day, and goes to the back, and drops off a tiny package – something suspicious; because if it is medicine, we get it too, but we get a supply for a month or three months - but every day - I don't know what it is, and I don't ask. What does she get? Is it drugs? I don't know.

I asked the Witness if he has ever seen the Tenant when she appears to be affected by alcohol, and he said: "That she does. I know, because without a doubt I've seen her not in proper shape when walking out and she has consumed alcohol."

In answer to my question about whether the Witness is aware of any problems caused to the Landlord by the Tenant, this Witness said:

I know of this, because [the Landlord] gave her a notice to vacate. She said, 'Okay, I'll find a place,' but she said, 'Yeah, I've seen three or four, but the rent is too high. I found one which I like, but I don't know if I want to move there.' I said, 'You better grab it, because places are getting occupied pretty fast'. A few days later, I asked her what happened?' She said she wanted to go to a new building complex...".

One day, there was a meeting with her, [the Landlord], and me, and I was not going to go into anybody's house with the pandemic – they came to my house in the parking area, and we talked to her and said, 'okay, when are you moving out? She said, 'I went to this place... and I have seen a place and they said they will give it to me for \$1,600.00,' and I said, 'That's good – grab it.' She said, 'Okay, I'll make sure I like the place.'

[The Landlord] even offered her \$600.00, 'If you vacate immediately – once you vacate - \$600.00'. She didn't even speak to him. And any time [the Landlord] said something, she said, 'I don't want to speak to him.' I said, I'm here to negotiate – I'm only a friend of [the Landlord's] and yours, and he's the Landlord. I'm here to help it get settled. 'Tell me when you are moving', I said. She told me, 'Two days later, I will definitely move out. I have only six or eight boxes.' [The Landlord] said he'd help her move. She said that would be nice. I know she has a mother who's not far from here. The day after tomorrow, she said, 'Sure'. She said she'd let me know tomorrow. She neither told me anything or [the Landlord] anything; she wouldn't pick up the phone.

The Landlord called his second Witness, L.R., who is one of his co-workers.

I asked this Witness if she knows the Landlord's Tenant. She said: "Yes, I work with [the Landlord]. He has made it quite clear all the craziness he's been going through for quite a few months."

I asked this Witness if she had seen any of the Tenant's behaviour, about which the Landlord has told her. The Witness said:

[The Landlord] and I were in [another town] on layover a little while back. I asked him how it's going, and he had explained that nothing's changed - it's gotten worse. And while we were talking, she contacted him, and he put her on speaker phone. She was quite inappropriate. I've never met her; I've seen photos, and heard from him and his wife.

I asked this Witness in what way the Tenant had been "inappropriate" on the telephone, and she said:

She didn't seem all with it. She seemed intoxicated, and the respect level from Tenant to Landlord – no respect. [The Landlord] was trying to reason with her, but she's not easy to communicate with from the sounds of it. And he's got little kids. For them to see all of this, too, she just lives downstairs. Listening to her on the phone – yeah, I get the big picture. And [the Landlord's] not around quite a bit, and [his wife] is dealing with nonsense downstairs.

[The Landlord's] father is in a care facility, and they've been wanting to get back home – it's really stressful.

I asked the Landlord why would it be unreasonable, or unfair to him or other occupants of the residential property, to wait for a one month notice to end the tenancy to take effect – why is an early termination necessary? He said:

Because I feel we've suffered enough. This person is very hard to deal with and as of late, the last interaction in person was on October 11 at 12:29 p.m. We had a conversation in the back yard about her, and the overholding in my basement. And she mentioned that she wanted to kill herself. I recorded this conversation, and I submitted the evidence to the RTB and to her. It was so concerning to me that when I was driving to work at 17:40, I decided to call the RCMP non-emergency line. My drive to work is 30 – 45 minutes, I was waiting on hold from when I left, and 15 – 20 minutes longer – an hour on hold to wait for this wellness check, so I could not wait any longer.

That's why I'm pushing. This woman needs help with the drugs and alcohol and suicidal thoughts – it's not a good thing for her, and my family as well.

I viewed the Landlord's evidence of a man delivering what is clearly a large bottle in a paper bag to the lower unit of a residential property. I also watched the Landlord's evidence of a video of a backyard, into which a woman wandered barefoot and walked uncertainly about the yard.

In a recorded discussion between the Parties, the Landlord was trying to discuss how things are going between the Parties and about the tenancy. At one point, the Tenant said she felt like killing herself, and the Landlord tried to be sympathetic and let her know that he understands that people sometimes have mental illness.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that he has cause to end the tenancy, but that it would be unreasonable or unfair to require the Landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and the evidentiary submissions of the Landlord, I find that they have met that burden.

I accept the Landlord's undisputed evidence that the Tenant has significantly interfered with or unreasonably disturbed the other occupants and the Landlord of the residential property. I find from the Landlord's testimony, which I find is supported by his Witnesses' testimony, that the Tenant's behaviour in being affected by alcohol and/or drugs is as serious concern the Landlords, as it should be to the Tenant. I find this behaviour, including leaving a syringe in the common area and behaving confrontationally is inappropriate in a residential property with children. Further, I find that the prospect of the Tenant committing suicide in the rental unit is disturbing for both the Tenant and the Landlords. I urge the Tenant to get help with her personal difficulties, as soon as possible.

Due to these conclusions, I therefore find that the Landlord has proven that the Tenant has significantly interfered with or unreasonably disturbed other occupants and the Landlords. I am also satisfied that it would be unreasonable and unfair to the Landlords

to wait for the One Month Notice to End Tenancy to take effect, as this is an ongoing problem that has the potential for grave consequences.

I therefore confirm the Landlords' Application to end this tenancy early, pursuant to section 56 of the Act. I grant the Landlords an **Order of Possession** of the rental unit, which will be **effective two days after it is deemed served on the Tenant**, pursuant to sections 56 and 90 of the Act.

I also confirm the Landlords' claim to recover the \$100.00 Application filing fee. I award the Landlords with their **\$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act. Further, I authorize the Landlords to deduct **\$100.00** from the Tenant's security deposit in full satisfaction of this monetary award.

Conclusion

The Landlords' Application is successful, as the Landlord provided sufficient evidence to establish on a balance of probabilities that the Tenant poses an immediate and severe risk to persons and/or property in the residential property. The Landlord is also awarded recovery of the \$100.00 Application filing fee from the Tenant. I authorize the Landlord to retain \$100.00 from the Tenant's security deposit, in complete satisfaction of the monetary award of the Application filing fee.

Pursuant to section 56 of the Act, I grant an Order of Possession of the rental unit to the Landlords effective **two days after service of this Order** on the Tenant. The Landlords are provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 12, 2021

Residential Tenancy Branch