



Dispute Resolution Services

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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 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 landlord filed a signed proof of service and affirmed testimony that he served each tenant with the application package by attaching it to the tenants' door on January 12, 2022, one day after receiving the documents from the Residential Tenancy Branch (RTB).

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

The landlord was provided the opportunity to present his 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.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

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 tenancy started on October 1, 2021, for a monthly rent of \$2,850. The rental unit is the upper level of a two level home, with a separate tenant in the lower level.

In support of his application, the landlord submitted that the tenants have done at least one of the following:

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

In support of their application, the landlord submitted the tenant has destroyed property in the rental unit, by breaking down the door between the garage and utility room, destroying the door frame, by removing a door to the garage, by removing the lock, and then putting the lock back on backwards, giving access to only the tenant.

The landlord submitted that the tenant has threatened physical violence to the tenant living the lower rental unit and threatened to burn the house down.

The landlord submitted that he was compelled to call the police to report the tenant's behaviour and the police officer, after looking at his files, told the landlord to seek the tenant's immediate eviction.

The landlord submitted that the tenant has repeatedly turned off the hot water and electricity to the home, which meant that the tenant in the lower rental unit was denied hot water and electricity.

The landlord filed photos of the damaged property, of the water valve in the off position, and a statement from the lower 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 put the landlord's property at significant risk.

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 undisputed evidence before me supports that the tenant has uttered threats of bodily harm to the lower tenant, by threats to burn down the residential property, and the destruction of the door frame and door. I find it reasonable to conclude that the landlord was required to file this application to preserve the residential property and prevent physical violence to the other occupant of the residential property.

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, February 1, 2022, 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, February 1, 2022.

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: February 1, 2022

Residential Tenancy Branch