



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFT

Introduction

On February 25, 2022, the Landlords made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Landlords and both Tenants attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Landlord M.L. advised that they served a separate Notice of Hearing and evidence package by registered mail to the Tenants on March 5, 2022. Tenant A.B. confirmed that they received one of these packages and that the other was not picked up. She then advised that they were prepared to respond to the Landlords’ documentary and digital evidence. Based on this undisputed testimony, I am satisfied that the Tenants were duly served the Notice of Hearing and evidence package. As such, this evidence will be accepted and considered when rendering this Decision.

A.B. advised that they served their evidence to the Landlords on March 16, 2022 by Xpresspost. M.L. confirmed that she received this package and that she was able to view the digital evidence. As such, the Tenants’ evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Landlords entitled to an early end to this tenancy and an Order of Possession?
- Are the Landlords entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 15, 2021 under an unwritten, month to month verbal agreement. M.L. advised that rent was established at \$3,200.00 per month and that it was due on the first day of each month. Contrarily, A.B. advised that their rent was established at \$2,700.00 per month, that was due on the first day of each month, and that there was another area that was rented to another tenant for \$500.00 per month. Regardless, they all agreed that neither a security deposit nor a pet deposit were paid.

The Landlords were informed that the burden of proof was on them to substantiate the reason for this Application, and when M.L. made submissions, it was evident that there was a highly contentious relationship between the parties. Evidently, a previous Decision was made regarding a Two Month Notice to End Tenancy for Landlord's Use of Property (the relevant file number is noted on the first page of this Decision). Nevertheless, when M.L. made her submissions, given the hostility between the parties, it was difficult to ascertain what was relevant to this particular Application as she would provide history and details, which may have shed light on the status of their frayed relationship, but were not entirely relevant to the matter before me.

From her submissions, I gleaned two major incidents which would relate to this type of Application filed by the Landlords. She indicated that on or around December 11, 2021, she posted a notice of entry on the Tenants' door for December 12, 2021 for an inspection. She testified that she attended the property on December 12, 2021 and was on common areas of the property when A.B. approached her, screaming to "get the fuck off the property." She stated that A.B. claimed to have rented the entire property, that A.B. accused her of stealing property, that A.B. stated that the police would be called,

and that A.B. threatened to drag her off the property by her hair. Given A.B.'s hostility, she decided against inspecting the rental unit, however.

She testified that A.B. would confront her, would engage in "threatening cues" and movements, would verbally harass and berate her, would follow her around the property, would bang on a door to scare her, would taunt her about her pregnancy, and that A.B. stated "I hope your baby dies." She stated that A.B. confronted a locksmith, that was hired to change locks to common areas of the property, and threatened him to the point that he did not feel comfortable exiting his vehicle. She advised that A.B.'s behaviour was so concerning that the police were called; however, the police later determined that this was a civil matter and suggested that the parties separate from each other. She referenced the documentary and digital evidence to support her position with respect to A.B.'s hostile and unpredictable behaviour.

She then advised of another incident when she sent her friend to serve a One Month Notice to End Tenancy for Cause on February 23, 2022. However, she stated that A.B. confronted her friend, that A.B. was screaming at her, and that A.B. stated that "I'm going to smash in your face." She also stated that her friend was pushed by A.B. She stated that her friend called the police and charges were being considered. She submitted that Tenant S.R. approached her friend and screamed at her. She referenced the documentary and digital evidence submitted to substantiate these submissions.

M.L. advised that she would be concerned about moving into the areas of the property that were not rented to the Tenants as A.B. warned her that M.L.'s baby would "trigger her PTSD." She stated that A.B. was warned twice about her inappropriate conduct during the previous hearing and that A.B. stated that she would rather "kill her horses" than have to move them.

Regarding these submissions, S.R. also provided background information that was not pertinent to the Landlords' submissions. However, she advised that A.B.'s "violence was triggered by M.L.", that M.L. provoked A.B., that A.B. suffers from PTSD, and that M.L. "came at" A.B. As well, she stated that regarding the incident with M.L.'s friend's attendance on the property on February 23, 2022, she noted that this friend drove onto the property with no lights on, and she was confronted as they had no idea who this person was or what they were doing there.

A.B. advised that M.L. came onto the property unannounced and she told M.L. to get off the property. She stated that Landlord J.L. informed them that M.L. was trespassing and that there was a marital dispute between the Landlords. She stated that M.L. confronted her and she confirmed that she told M.L. to "fuck off" and that she made rude comments; however, she did not assault anyone. Regarding the incident of February 23, 2022, she stated that she saw a person drive onto the property with no lights on and then bring out her camera to record. She had no idea who this person was, so she confronted this person with profanity. She stated that she was "triggered" by M.L.'s verbal abuse and she questioned why she could not be as equally verbally abusive as

M.L. was. She also questioned M.L.'s witness statement submitted regarding hearing her state that M.L.'s baby would die as this person was 700 yards away. She stated that there have been no police charges against either of them.

J.L. testified that he never informed the Tenants to keep M.L. or anyone else off the property.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the Act that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the Act establishes the grounds for the Landlords to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenants, or a person permitted on the residential property by the Tenants, have done any 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 interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

it would be unreasonable, or unfair to the landlord, the tenant 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.

I find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. Given the contradictory testimony and positions of the parties, I may also need to make a determination of credibility. I have considered the parties'

testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

When reviewing the evidence before me, particularly the digital evidence, I am satisfied that the Tenants, and especially A.B., have engaged in a pattern of behaviours that is intentional, aggressive, hostile and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord and seriously jeopardizing the health or safety or a lawful right or interest of the Landlord. While the Tenants claimed that their reactions were due to being “triggered” by the Landlords’ actions, I find little evidence to support this. Regardless, I do not find it reasonable that even if there were negative interactions between the parties, that the manner with which A.B. elected to handle her frustration and respond, was in any way appropriate or acceptable.

The Landlord must also demonstrate that “it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 for cause” to take effect.

When assessing and weighing the totality of the evidence before me, I find that the pattern of the Tenants’ behaviours alleged by the Landlord is consistent with the Landlords’ evidence. As such, I prefer the Landlords’ evidence on the whole. I am satisfied that A.B. made threats that were more than veiled, and should the tenancy continue, it is uncertain how A.B. may react. As such, I find that the combination of the ongoing, troublesome behaviours and actions of the Tenants were likely intentional, malicious, and that they pose an unpredictable danger that would likely cause a genuine concern for the ongoing safety of the property and of any persons that may attend the rental unit. Consequently, I am satisfied that these behaviours would fall into the categories of seriously jeopardizing the health or safety or a lawful right or interest of the Landlords and putting the Landlords’ property at significant risk.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlords to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlords have provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlords are entitled to an Order of Possession.

As the Landlords were successful in this claim, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I grant an Order of Possession to the Landlords effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, I provide the Landlords with a Monetary Order in the amount of **\$100.00** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: March 28, 2022

Residential Tenancy Branch