



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pinnacle International Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Landlord applied on February 16, 2022 to:

- end a tenancy early, pursuant to section 56 of the Act; and
- recover the filing fee from the Tenant, pursuant to section 72 of the Act.

The hearing was attended by the Landlord; the Tenant did not attend. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the Tenant by registered mail on March 3, 2022 and provided a tracking number and proof of delivery. Based on the Landlord's testimony and evidence, I find the Landlord served the Tenant in accordance with Rule of Procedure 10.3 and the Standing Order. I deem the NDRP and evidence received by the Tenant on March 8, 2022, in accordance with section 90 of the Act.

### Issues to be Decided

- 1) Is the Landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the Landlord entitled to the filing fee?

### Background and Evidence

The Landlord confirmed the following particulars regarding the tenancy. It began October 1, 2020; rent is \$1,050.00, due on the first of the month; and the Tenant paid a security deposit of \$525.00, which the Landlord still holds.

The Landlord testified that a couple of months after he moved in, the Tenant began to become verbally abusive towards staff and other tenants. The Landlord testified that last summer the Tenant was yelling at other tenants to "Shut the fuck up!" The Landlord provided a written submission, dated June 29, 2021, in which she wrote that during an annual fire safety inspection the Tenant called her a "fucking bitch," and yelled at her: "You will pay for this, bitch!"

The Landlord testified that there have been several complaints about the Tenant making banging noises and shouting obscenities, which one tenant found so disruptive she moved out in August 2021. The Landlord submitted as evidence an undated letter she testified was from June 2021, in which the tenant wrote: "Every time we make a little noise he is banging on the ceiling and yelling swearing [sic] loudly."

The Landlord submitted as evidence a letter from a different tenant, dated November 9, 2021, in which the tenant complains about the subject Tenant: "yelling profanities to keep us quiet," moving her laundry, not wearing a mask, and speaking ill about the Landlord; in the letter the tenant states that she does not feel safe, so is moving out. The Landlord submitted as evidence a handwritten document dated November 29, 2021, in which the same tenant give notice she is moving out, and states: "I just can't stand this situation anymore with the [subject Tenant] and his verbal abuse to everyone," and "like me more people will leave with that guy as a neighbour."

The Landlord testified she is afraid more tenants will move out because of the Tenant's behaviour.

The Landlord testified that on or around December 27, 2021, the Tenant reported that his heat was not working. The Landlord testified that the next afternoon, the Landlord and a plumber entered the Tenant's unit without notice, as the weather was cold, and the Landlord determined this was an emergency repair.

The Landlord testified that she saw a gun on the Tenant's nightstand, was alarmed, took a photo of it, and after consulting the other property manager, contacted the police, who responded. The Landlord testified that the police obtained a search warrant, took

the gun, and in January 2022, told the Landlord it was a BB gun that had been modified so that it could be used to kill a person.

The Landlord testified that she felt the Tenant was dangerous, and referred me to a February 9, 2022 email from the Tenant to the Landlord, in which the Tenant wrote: "I'm reaching my breaking point with you."

The Landlord testified that she is frightened that the Tenant will shoot her or another tenant. When I asked the Landlord if they police provided any advice regarding her concerns about the Tenant, she stated they had not.

### Analysis

The Landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states (emphasis added):

(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.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The Landlord has provided undisputed testimony and documentary evidence demonstrating that the Tenant is verbally abusive to staff and other tenants of the rental property, and that his behaviour has caused at least two tenants to move out. The Landlord has also testified that the Tenant was in possession of a modified BB gun.

Based on the Landlord's evidence, I'm satisfied that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property. However, as the Landlord has not demonstrated there is an imminent danger to the health, safety, or security of the Landlord or a tenant, I do not find it would be unreasonable for the Landlord or other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the Landlord's application for an early end of tenancy, pursuant to section 56 of the Act.

As the Landlord is unsuccessful in their claim, I decline to award them the filing fee.

### Conclusion

The Landlord's application is dismissed; the tenancy will continue until it is ended in accordance with the Act.

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

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Residential Tenancy Branch