



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

The landlord seeks to end the tenancy and obtain an order of possession pursuant to section 56 of the Residential Tenancy Act (“Act”). In addition, he applied to recover the cost of the filing fee, pursuant to section 72 of the Act.

Only the landlord attended the hearing, which commenced at 1:30 PM and ended at 1:42 PM. The landlord provided sworn oral and documentary evidence establishing that he served the tenant with the Notice of Expedited Hearing, in person, on April 12, 2022. A signed and witnessed proof of service document was also in evidence. Based on this, I am satisfied that the tenant was served with the required documents and had ample opportunity to participate in the hearing.

Issues

1. Is the landlord entitled to end the tenancy and obtain an order of possession?
2. Is the landlord entitled to recover the cost of the application filing fee?

Background and Evidence

Relevant oral and documentary evidence, complying with the Rules of Procedure, was carefully considered in reaching this decision. Only the evidence needed to explain the decision is reproduced below.

On April 2, 2022, the landlord texted the tenant and asked for the rent. Rent is \$1,400.00 and it is due on the first day of the month. Instead of acknowledging that rent was late, the tenant instead sent the following reply:

Don't be sending me threats like that unless you and your brother want to get
smacked the fuck out
Not in the mood.

The tenant later sends a few texts to the landlord's friend. The friend then forwarded the tenant's message to the landlord, who submitted the messages into evidence. The messages read as follows:

Friend: What's up
Tenant: Yo. How you doin. Shmoopie
Friend: Not bad, how goes it.
Tenant: Alright. I might be moving. [Landlord's] gone to the next level. Calls cops
to my home two days in a row
I'm probably going to murder him and make it look like a accident
Friend: Oh Boy time to move. Probably a smart thing to do. Don't say things like
that. Wake up. That's not normal thinking.

The landlord also briefly testified about an earlier incident on February 2, 2022. A written statement described the incident, in which the tenant woke the landlord up with loud music around 1:50 AM. The landlord then observed the tenant urinating in the back yard. He asked the tenant to turn off the music and not to urinate in the yard. The tenant responded, "Fuck off, fuck you! Do you want [to] get beaten up? Come out here I'll beat the shit out of you!" He was apparently "screaming at the top of his lungs."

Analysis

Section 56(1) of the Act permits a landlord to make an application for dispute resolution to request (a) an order 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 (a "One Month Notice to End Tenancy for Cause"), and (b) an order granting the landlord possession of the rental unit.

In order to grant this relief, the landlord's evidence must persuade me, on a balance of probabilities, that a tenant

- (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.

In this case, the landlord's evidence, including sworn testimony, persuades me to find that the tenant has threatened the landlord – a threat of death and bodily injury constitutes a *Criminal Code* offense, and is thus an illegal activity, which has adversely affected the quiet enjoyment, security, safety, and physical well-being of the landlord.

It would also, I find, be wholly unreasonable and unfair to the landlord to have to attempt to end this tenancy by way of a One Month Notice to End Tenancy for Cause, under section 47 of the Act.

Taking into consideration the undisputed evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of establishing grounds to end the tenancy under section 56 of the Act. As such, the tenancy is hereby ordered ended effective immediately and the landlord is granted an order of possession of the rental unit.

A copy of the order of possession is granted to the landlord, in conjunction with this decision. It is the landlord's responsibility to serve a copy of the order of possession on the tenant by any method of service permitted under section 88 of the Act.

The landlord is awarded \$100.00, pursuant to section 72 of the Act, to pay for the cost of the application filing fee. A monetary order in this amount is issued in conjunction with this decision, to the landlord.

Conclusion

For the reasons given above, the following is **ORDERED**:

1. The landlord's application to end the tenancy early is **GRANTED**;
2. The tenancy is ended effective immediately;
3. The landlord is issued an order of possession; and,
4. The landlord is issued a monetary order in the amount of \$100.00.

This decision is final and binding and is made on delegated authority under section 9.1(1) of the Act.

Dated: April 21, 2022

Residential Tenancy Branch