



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act.

The Landlords, M.M. and S.M., appeared at the teleconference hearing and gave affirmed testimony, as did their witnesses, B.M., J.H., and M.T. ("Witnesses"). No one attended on behalf of the Tenant. The teleconference phone line remained open over 45 minutes and was monitored throughout this time. The only people to call into the hearing besides me were the Landlords and their Witnesses, who indicated that they were ready to proceed. I also confirmed that the teleconference codes provided to the Parties were correct and that the only people on the call, besides me, were the Landlords and the Witnesses.

The Landlords said in the hearing that they served the Tenant with their Application, Notice of Hearing, and documentary evidence by posting them on the rental unit door on March 23, 2022. The Landlord submitted photographs of these documents posted to the rental unit door. The Witness, J.H., said that he saw the Landlord post the documents to the rental unit door, as described. As a result of this evidence and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Application and documentary evidence on March 26, 2022, three days after it was served. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlords in the absence of the Tenant.

I explained the hearing process to the Landlords, and I gave them an opportunity to ask questions about it. During the hearing the Landlords and the Witnesses were given the opportunity to provide their evidence orally and 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.

### Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application and they confirmed these in the hearing. They also confirmed their 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 Landlords that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised them that they are 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 Order of Possession based on the early termination of the tenancy in accordance with section 56 of the Act?

### Background and Evidence

The Landlords submitted a tenancy agreement signed by the Parties. The Landlords confirmed the following details of the tenancy. The fixed term tenancy began on December 5, 2021, running to December 1, 2022, with a monthly rent of \$850.00, due on the first day of each month. The Landlords confirmed that the Tenant paid them a security deposit of \$425.00, and no pet damage deposit. The Landlords described the residential property as a townhouse with three bedrooms that they rent out (the Landlords live elsewhere).

In the hearing, the Landlords said that the reason they seek an early termination of the tenancy and an order of possession is because the Tenant has repeatedly breached the rental agreement and harassed other tenants. The Landlords said that the other tenants complained of the smell of smoke and marijuana from the Tenant's room. The Landlords said that the Tenant has locked himself out of the residential property on more than one occasion and that he climbs onto the balcony of other tenants and yells and curses to be let in.

The Witness, M.T., said

When [the Tenant] first moved in, he was cool. He asked me if he could use my dishes, and I said of course. I gave him the wifi password to use my wifi. And the first thing I noticed - I have asthma - I smelled cigarette smoke and weed from his

room. One morning I noticed there was a lot of cigarette butts, and I mentioned it to [the Landlord] and as it went on, he kept on smoking more and more. I said 'You're not supposed to smoke here'. He said he rents a room, and he smokes for personal reasons. And he said he smokes outside. But obviously he was smoking in his room.

This Witness submitted a statement about an incident with the Tenant, as follows:

[On February 8, 2022], I noticed that a bottle of spiced rum that I had left on the kitchen counter was gone. I loudly said that my bottle of alcohol was stolen and I will eventually find out who had taken it. [The Tenant] came down stairs and on his way to the kitchen and back to stairs said: you cut the wifi on me a week and a half ago and you left your bottle on the counter? Why do you think I wouldn't take it. You are a dumb ass, you're the most stupid 65 year old I have ever seen. What makes you think I am not using your wifi now. You are an idiot. .

[reproduced as written]

This Witness said he had moved into a hotel, because he is afraid of the Tenant.

The Landlords also requested the testimony of B.M., because he is another tenant in the residential property, but unlike M.T., he is not a friend of the Landlords. B.M. said:

They don't feel safe in the house, because of last two weeks, so [M.T.] moved out and stayed in a hotel for four days because he doesn't feel safe.

The Landlord asked B.M. about the first time he called the police because of something the Tenant did. B.M. said:

So, on that day he came home from wherever he was and was banging on the door, and we were in our rooms. He started yelling and thrashing around and threatening to hit me and calling me names and calling me a faggot and all these bad things. I put my music on and stopped listening.

The Landlord asked B.M. weather the Tenant bothers him with smoke or noise at all, and B.M. said:

He definitely smokes weed all the time. He has a big bong he walks around with. And he did it until about 5 a.m. this morning, and it's a good thing I'm not working today, because I would not make it to work.

He's always slamming doors, yelling on his phone, yelling at his games, the nature of the game is quite violent and antagonistic language. And it's every day, nonstop with no breaks.

He slammed on the door and broke it; I was in my room shaking, he was hitting the door... I'm glad [B.M.] was home. When the police showed up, they said they talked to him a couple times. They said 'Just give us a call when an incident happens.'

The Landlords and the witnesses complained about the Tenant leaving the doors and windows to the residential property open, which further reduces their safety and the security of their belongings.

The Landlords described another situation, as follows:

On March 9 or 10, I received a message from [B.M.] and a picture from [M.T.], that [the Tenant] keeps his garbage in the back. Other neighbours complained about that. I called [the Tenant] and asked him what's going on with that and he started yelling at me and said 'I have anger issues; you don't know what I can do. I know where you live.'

I know he knows our address, so I called the police and I said there is a guy who lives there and he threatened me. We are a peaceful people. I don't do this type of conversation. I called the RCMP and an officer called me back and said to call 911 if you see him around your house.

It was a bad situation. I told him politely to please remove your garbage and to live in peace. He was yelling at me and used bad words. Last time we were there, He told us he broke a window and we saw that the whole kitchen was full of glass, and he came down and started teasing us. I was afraid. I was there to clean up his mess. I was in the kitchen not in his room. It was the common area. It was dangerous for them, because of the glass. The way he is acting is something weird. I don't feel safe to go there alone actually.

### 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 they have 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 of the Landlords and their Witnesses, I find that they have met that burden.

I accept the Landlords' undisputed evidence that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property. Based on the evidence before me, I find that the Tenant yells, curses, and threatens the other tenants and the Landlords. I find that he has admitted to stealing from other tenants, and to having broken a window and a door.

I find such activities, along with police having to be called to the residential property repeatedly would cause the Landlord, and the other tenants to be unreasonably disturbed. The Landlord has also proven that their property is at risk, as well.

Due to these conclusions, I therefore find that the Landlords have proven that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord, as well as put the Landlord's property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy to take effect, as I find without an early eviction, the other tenants and the Landlords live in fear.

I therefore grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. I grant the Landlord an **Order of Possession** for the rental unit, **effective two days after it is served to the Tenant**.

### Conclusion

The Landlords' Application is successful, as they provided sufficient evidence to meet their burden of proof on a balance of probabilities. The Landlords have established that the Tenant has significantly interfered with or unreasonably disturbed other occupant(s) and the Landlord, as well as put the Landlord's property at significant risk.

**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 Landlord is 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, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: April 05, 2022

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Residential Tenancy Branch