



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56; and authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The tenant confirmed receipt of the landlord's application for dispute resolution ('Application'). In accordance with section 89 of the *Act*, I find that the tenant duly served with the Application. All parties confirmed receipt of each other's evidentiary materials and that they were ready to proceed.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

Both parties confirmed that the parties had entered into a 1 year fixed-term tenancy that was to begin on March 1, 2022. The landlord testified that they were in contact with the tenant before the move-in date, and the landlord had allowed the tenant to move their items into the rental unit prior to March 1, 2022. Monthly rent is set at \$3,600.00, payable on the first of the month. The landlord had collected, and stills, a security deposit of \$1,900.00.

The landlord testified that they require an early termination of this tenancy due to the increasing and ongoing harassment from the tenant. The landlord testified that prior to the tenant moving in, the tenant had attempted to pursue the landlord romantically, and had gained the landlord's trust. The landlord testified that the relationship quickly became a negative one, to the extent that the tenant has threatened the landlord, the landlord's elderly father, and their daughter. The landlord testified that the tenant has sent threatening emails, and the landlord is fearful for their personal safety. The landlord testified that the tenant had removed their belongings that were in the rental unit, and have threatened the landlord with false allegations of assault. The landlord testified that they are unable to fulfil their obligations anymore as they must now attend when required with a peace officer.

The tenant does not dispute that they no longer have a positive relationship with the landlord, but alleges that the landlord was the party who was causing the tenant stress. The tenant submits that both parties had a consensual and romantic relationship, which deteriorated quickly after they had broken up. The tenant testified that the landlord was a vindictive ex-girlfriend who had physically assaulted the tenant. The tenant testified that the peace officer assisting the landlord was biased, and supported the landlord. The tenant confirmed that they did move the landlord's furniture to the parking stall, and was upset that the landlord had cancelled the elevator on the day the tenant was to use it. The tenant testified that their threats are limited to legal action against the landlord, and testified in the hearing that "she knows what she has coming to her", and that the landlord was simply anxious as the tenant was in possession of a video that the landlord did not want others to see.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act* for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56 of the *Act*, I need to be satisfied that the tenant has 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.

The reasons cited in the landlord's application would need to be supported by sworn testimony and/or written, photographic or video evidence in order to qualify for the first part of section 55 of the *Act*. Separate from whether there exist reasons that would enable a landlord to obtain an Order of Possession for Cause, the second part of section 56 of the *Act* as outlined above would only allow me to issue an early end to tenancy if I were satisfied that it would be unreasonable or unfair to the landlord to wait until an application to end the tenancy for cause were considered.

Both parties had provided detailed written evidence and testimony for this hearing. The tenant disputes the allegations made by the landlord in this application, and testified that the landlord was a vindictive ex-girlfriend who was unhappy with the tenant.

The landlord testified that they felt threatened by the tenant, and feels that the tenancy cannot continue as the tenant continues to act in a threatening manner towards the landlord despite the filing of this application, and involvement of the police.

I have considered the submissions and evidence of both parties. An early end to tenancy is to be used only in situations where there is a compelling reason to address the dispute very quickly and when circumstances indicate that the standard process for obtaining an Order of Possession following the issuance of a 1 Month Notice for Cause

would be unreasonable or unfair. As stated in Residential Policy Guideline 51, applications to end a tenancy early are for very serious breaches only.

I find that a series of events had taken place during this tenancy, many of which are disputed by the other party. I will focus on the undisputed facts. In this case, it is clear that both the landlord and tenant now have a strained relationship, which involve disputed allegations of harassment, assault, as well as disputes over whether the parties had fulfilled their obligations as landlord and tenants in relation to cleaning, and the items in the rental unit. The tenant confirmed in the hearing that they had removed the landlord's garbage, and had moved the landlord's furniture to the parking stall. The tenant also testified that their threats towards the landlord only legal in nature, and that they were the fearful party.

In light of the evidence before me, I find that the incidents between the parties have escalated to the extent that the landlord feels like that have no choice but to apply for an early termination of this tenancy. Although I do not doubt that there is considerable background behind the behaviour of both parties, I find that the landlord has provided sufficient evidence to support that the behaviour from the tenant has caused the landlord to become concerned for their well-being, impacting their ability to fulfill their obligations as a landlord. I find that the tenant's own testimony has highlighted the volatility that the landlord faces if this tenancy continues, and the potential risk to the landlord and their property. I find that this is sufficiently supported by the tenant's own admission that they had removed the landlord's furniture from the rental unit, and placed them in the parking stall. I also find that despite the tenant's claims that their threats were only legal in nature, I find the nature of the words and tone used by the tenant indicate otherwise. For example, "she knows what she has coming to her", as stated in the hearing by the tenant, and "you are in soooo much trouble, you're just too stupid to realize it", as stated in an email to the landlord on March 8, 2022. I find that the tenant clearly has the intention to intimidate, antagonize, and harass the landlord, as evident by their language and actions. I find that the tenant not only fails to acknowledge the seriousness of their actions, but that they had demonstrated an intent to continue and escalate their threats against the landlord citing legal justification to do so. Although the tenant is entitled to pursue civil claims against the landlord, this right does not extinguish the landlord's own lawful rights or interests, or their right to be free from unreasonable disturbance

Under these circumstances, I find that it would be unreasonable and unfair for the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these

reasons, I find that the landlord has provided sufficient undisputed evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

As the landlord was successful in this application, I allow the landlord's application to recover the \$100.00 filing fee from the tenant. Using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain \$100.00 of the security deposit in satisfaction of this claim.

Conclusion

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

I allow the landlord to recover the \$100.00 filing fee by allowing the landlord to retain \$100.00 from the security deposit in satisfaction of this claim.

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: April 13, 2022

Residential Tenancy Branch