



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Port Royal Village Dev. Inc.
and [tenant name suppressed to protect privacy]

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.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent, DD ("landlord") attended the hearing, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed that the landlord's agent, and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits parties from recording the dispute resolution hearing. The landlord confirmed that they understood.

At the outset of the hearing, the landlord requested an amendment to the application to reflect the proper legal name of the landlord as noted on the tenancy agreement. Accordingly, the landlord's application was amended to reflect the landlord's legal name.

The landlord's agent testified that the tenants were personally served with their application and evidentiary materials by way of posting the package on May 4, 2022. In accordance with sections 88, 89, and 90 of the *Act*, and the standing order dated March 1, 2021, I find the tenants duly served with the landlord's application and evidentiary materials. The tenants did not submit any written evidence for this hearing.

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 tenants?

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

The landlord provided the following submissions. This fixed-term tenancy began on July 1, 2021, with monthly rent currently set at \$2,000.00, payable on the first of every month. The landlord had collected a security deposit of \$1,000.00, and a pet damage deposit of \$765.00, which the landlord still holds.

The landlord applied for an early termination of this tenancy after multiple incidents involving the tenant GJ. The landlord testified that the police have had to attend on multiple occasions, and the landlord has had to hire on site security at their expense to ensure the safety of the staff and other residents. The landlord testified that they had to relocate the neighbouring tenant as they were sexually assaulted by GJ. The landlord testified that GJ has acted inappropriately towards other occupants in the building, and has made threatening and disturbing remarks about the building manager as well, who is female. The landlord testified that these incidents and ongoing behaviour has made tenants and the building tenant feel extremely threatened for their safety. The landlord pointed out the seriousness of these threats and supported by the police involvement and the fact that the landlord has incurred an expense of over \$10,000.00 towards hiring extra security.

The landlord is requesting an Order of Possession as they believe that the continuance of this tenancy will put others at significant risk.

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 a notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, 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.

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenants have seriously jeopardized the health or safety or a lawful right or interests of the landlord, their staff, and other tenants and occupants in the building. The landlord is seeking an Order of Possession as the landlord is concerned about the nature of the offences that involve serious incidents and threats that have taken place at the building, as supported by the police reports and statements, and that pose a significant and ongoing risk to anyone in close proximity to one of the tenant.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord 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. On this point, I find that the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate safety and lawful interests of the landlord, their staff, and other tenants in the building. As supported by the evidence and testimony provided, the landlord has provided for extra security in the building at their own expense, and has had to relocate at least one tenant, which highlights the seriousness and urgency of this matter.

The serious nature of offences referenced in the hearing and landlord’s application is quite worrisome. I note that the tenants have chosen to not appear at this hearing, nor have they provided any contrasting accounts by way of written evidence.

The main reason for the urgent nature of this application is the immediate risk to the safety and lawful interest of others in the multi-tenanted building, and I find that the landlord has provided sufficient evidence to support this. The landlord has provided substantial and detailed evidence to support that the tenant GJ has acted in a manner that highlights the potential volatility that the landlord and others may face if this tenancy continues, as well as the risk to everyone’s safety.

Under these circumstances, I find that it would be unreasonable and unfair to the landlord for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

I allow the landlord’s application to recover the \$100.00 filing fee from the tenants. 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 monetary award.

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 for this tenancy.

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: May 13, 2022

Residential Tenancy Branch