



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Code      **ET**

### Introduction

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

The Landlord and the Tenant attended the participatory hearing. The Landlord and Tenant were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. However, reference should be made to "Preliminary Issue – Disorderly Conduct by Tenant at Hearing" appearing below regarding the Tenant's disruptive behavior. During the hearing, the Landlord called a witness of the residential property ("Property") give affirmed testimony.

The Landlord testified the Notice of Dispute Resolution Hearing and her evidence ("NDRP Package") was served on the Tenant in-person on May 6, 2022. The Landlord submitted a signed and witnessed Proof of Service on Form RTB-9 certifying the NDRP Package was served on the Tenant in-person on May 6, 2022. I find the NDRP Package was served on the Tenant in accordance with sections 88 and 89 of the Act.

The Tenant stated he did not serve any evidence on the Landlord.

### Preliminary Issue – Disorderly Conduct by Tenant at Hearing

This hearing was challenged from the outset by the disruptive and disrespectful, and at times, abusive behavior of the Tenant. At the beginning of the hearing, I provided the Landlord and Tenant with a short outline of the dispute hearing process. While outlining the dispute hearing process, I cautioned the parties that I had the option of muting a party if they were disruptive during the hearing to allow me to speak and allow others to testify without interruption and then to unmute the party to allow the party to testify and

answer questions. I then asked the Landlord if she had any questions and she stated she had none. I then asked the Tenant if he had any questions regarding the hearing process and the Tenant stated he had “Mm, ya, lots of questions”. When I asked the Tenant what his questions were, he stated “for starters, I was handed this information by my Landlord and in that resolution proceeding note, it doesn’t tell me anything about my rights as a person inside this note and it just tells me to be here”. I told the Tenant he could have contacted the Residential Tenancy Branch (“RTB”) using the information stated on the NDRP that he was referring to. The Tenant then stated “How do you know that’s true, how do you know that’s true, how can you be so sure that what you are saying is true? But anyways I had my questions to ask, right?”. I note that on pages 3 and 4 of the NDRP, it stated:

#### Residential Tenancy Branch Contact Information

If contacting the Residential Tenancy Branch with questions about this application by email please include your File Number and Dispute Access Code. If contacting the Residential Tenancy Branch or Service BC office in person, please have your File Number and Dispute Access Code available.

Email: [HSRTO@gov.bc.ca](mailto:HSRTO@gov.bc.ca)

**Note:** Evidence cannot be submitted by email

Website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Residential Tenancies Dispute Notice - Page 3/4

Dispute Number: 310071321 - Friday, May 6, 2022

Information Line: 1-800-665-8779 (toll-free)

**Note:** Do not call this number for your hearing

In Person: **Lower Mainland**

400 - 5021 Kingsway, Burnaby BC V5H 4A5

Service BC: [www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/citizens-services/servicebc](http://www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/citizens-services/servicebc)

Rule 6.10 of the *Residential Tenancy Branch Rules of Procedure* (the “Rules”) states:

**6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing**

Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator’s direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

The Tenant’s aggressive and abusive behavior continued on and off throughout the hearing. Towards the end of the hearing, I asked the Tenant if he had any rebuttal to the Landlord’s prior rebuttal and asked him to restrict his response to only what the Landlord had just testified to. Notwithstanding this instruction, the Tenant started introducing new testimony that was totally unrelated to providing a response to the Landlord’s prior testimony. When I asked the Tenant to redirect his testimony to only responding to the Landlord’s prior testimony, the Tenant became agitated and disrespectful and insisted that he be able to talk. The Tenant then stated that, in December 2021, he was hospitalized for 35 days for a serious medical condition. The Tenant stated he was given multiple blood transfusions, lost a large amount of weight and placed on multiple medications by his physician. I pointed out the tenancy commenced after the Tenant’s hospital stay. I then asked the Tenant how his hospitalization in December 2021 was relevant to the complaints of the Landlord and other Tenants during the months of February through May 2022. At that point the Tenant became belligerent and uncontrollable to such a degree that it necessitated I mute the Tenant’s conference line so that I could finish the hearing.

Issue to be Decided

Is the Landlord entitled to an early termination of tenancy and Order of Possession?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

The Landlord submitted into evidence a copy of a signed tenancy agreement between the Landlord and Tenant dated December 29, 2021. The Landlord stated the tenancy commenced on January 1, 2022, for a fixed term ending June 30, 2022, with rent of \$1,900.00 payable on the 1<sup>st</sup> day of each month. The Landlord stated the Tenant paid a security deposit of \$950.00. the Landlord stated she was holding the deposit in trust on behalf of the Tenant.

The Landlord stated the hostility, abuse and aggressive behavior toward her and other tenants of the residential property was causing severe stress for her and other tenants. The Landlord stated the Tenant plays music at very high levels, shouts while speaking on the phone and plays musical instruments loudly.

The Landlord stated that, since she served the Tenant with a One Month Notice to End Tenancy for Cause ("1 Month Notice") on March 28, 2022, the Tenant has been increasingly disruptive. The Landlord testified that, notwithstanding the 1 Month Notice stated the Tenant was to vacate the rental unit on April 30, 2022, the Tenant did not vacate and he smokes marijuana all day long, is loud and verbally abusive to anyone who speaks to him. The Landlord stated she engaged with him twice since she gave him a noise warning notice and on both occasions he became hostile and verbally abusive towards her. The Landlord stated on at least two other occasions the Tenant has behaved in a frightening and intimidating manner in the presence of other tenants and neighbours. The Landlord stated several tenants of the residential property are too frightened to call the police as they fear retribution. The Landlord stated she believed she will lose tenants of the residential property as a result of the Tenant's behavior and noise disturbances. The Landlord stated two tenants are suffering from such intense anxiety and fear of the Tenant that they would not submit impact statements to the Landlord for fear of being discovered by the Tenant.

The Landlord submitted into evidence a copy of a letter dated May 2, 2022 from a tenant ("SD"). In that letter, SD states the unacceptable and aggressive behavior of the Tenant, who lives directly below her, has caused mental distress for her. SD states the Tenant's behavior and lifestyle have caused her many sleepless nights, severe emotional, mental and physical distress, along with a fear for her safety due to the Tenant's aggressive nature. SD states she has taken time off work due to the stress and must leave her rental unit to get away from the noise coming from the Tenant's rental unit. SD states that, after the Tenant was given a formal notice for noise on January 18, 2022, she could hear the Tenant below who was alone, yelling and screaming at the top of his voice for over 30 minutes using very aggressive and vulgar language. SD stated it was very upsetting to her and she was fearful that the Tenant

would come to her apartment or assault her if she came face-to-face with the Tenant. SD stated her physical and mental health have been greatly affected by the Tenant.

The Landlord submitted into evidence a letter dated May 4, 2022, from a colleague ("LW") of SD. In that letter, LW stated she was writing to express her concerns regarding recent changes to SD's health due to her living situation. LW stated the situation was greatly affecting SD's ability to live and work safely at home because of the erratic behavior of the Tenant.

The Landlord submitted into evidence a letter from SD's mother ("PD") dated May 4, 2022. PD reports that, while speaking to her daughter on the phone, she can hear the loud thumping of music. PD stated she visited SD in April 2022 and witnessed the Tenant having a loud and aggressive encounter with a courier on the street in front of the residential property. PD stated the noise and behavior of the Tenant was causing SD undue stress and that she has been frightened immensely.

The Landlord submitted into evidence a letter dated May 2, 2022 from a registered psychologist ("LF"). In that letter, LF reports the mental and physical health of SD have been affected due to a disruptive tenant in SD's building. LF reported that SD's mental health has deteriorated since her first encounter with the tenant who resides below SD's rental unit. LF reported SD has been experiencing frequent panic attacks, crying episodes, hypervigilance and increased anxiety. LF reported the symptoms SD is experiencing have been causing discomfort and distress in SD's daily life. LF stated the disruption and chaos are caused by the Tenant's lifestyle and are emotionally impacting on SD.

The Landlord submitted a letter dated May 3, 2022 from a tenant ("BJ"). In that letter, BJ reports the Tenant's behavior is having a terrible impact on her health and wellness. BJ reported she witnessed two extremely aggressive and threatening verbal assaults involving the Tenant. The first incident ("Incident"), which the Tenant documented in a video recording ("Video") occurred in February 2022 when the Tenant verbally assaulted the Landlord on the grounds of the Property. BJ states the Tenant was gesturing with aggressive arm swings and posturing and behaving erratically and violently. BJ stated she called 911 as she feared for the safety of both the Landlord and herself. BJ stated she witnessed a second incident involving a courier that occurred inside and outside of the residential property in which the Tenant was swearing and screaming loudly at the courier for at least 20 minutes. BJ stated the entire first floor and hallway smell heavily of marijuana and cigarette smoke which enters her rental unit. BJ stated the intensity of the smell is intrusive and nauseating. BJ stated the smoke

triggers her migraines and she is concerned about her physical health. BJ stated that, as a woman, she feels vulnerable to the Tenant's unpredictable and dangerous outbursts and. BJ stated that, to feel safe entering and exiting her rental unit, she checks to see if the Tenant is home and chooses to enter at the back if the Tenant is around. BJ reported the Tenant plays extremely loud music with very heavy bass since he moved into his rental unit. BJ reported the music played by the Tenant is so loud that it draws the attention of people passing by the residential property.

The Landlord submitted into evidence a letter dated May 3, 2022 from two tenants ("SS1" and "SS2") residing in a rental unit located in the residential property. In that letter, SS1 and SS2 report the constant level of stress the Tenant is inflicting on their lives. SS1 and SS2 stated there is repetitive aggressive behavior towards the Landlord and other occupants of the residential property and how the Tenant can be unpredictably hostile. SS1 and SS2 reported the Tenant has put them on edge as they are constantly worried, particularly for SS2's well-being. SS1 and SS2 stated they believe their living situation is forcing them to make a hard decision to leave the residential property if the situation is not solved.

The Landlord submitted the Video into evidence. As noted above, the Video documents the Incident that occurred in February 2022. The Video displays the Landlord, and a male whom the Landlord identified as the Tenant, in which the Tenant is complaining about a report the Landlord received about noise caused by the Tenant on the previous evening. In the Video, the Landlord can be seen and heard speaking to the Tenant in a low, calm and respectful voice. The Tenant, however, was acting aggressively by shouting, repeatedly moving in very close to the Landlord while gesturing with his arms, then moving away and then repeating the moving toward and away from the Landlord. At one point, the Landlord politely asks the Tenant to lower his voice to which the Tenant shouted, "I am being quiet" and then moments later the Tenant stated "because this is a [profanity] human right that I have to be able to make noise.". I found the loud shouting, laced with profanities and the physical gesturing and verbal intimidation by the Tenant toward the Landlord seen in the Video to be appalling. In addition, I found the intense degree of verbal and physical intimidation, as well as the degree of hostility displayed by the Tenant, who is a male, toward Landlord, who is a female, to be very disturbing.

The Landlord called SS1 to give affirmed testimony. SS1 affirmed all of the information provided by him and SS2 in their letter dated May 3, 2022 to the Landlord was true. SS1 stated the first time he met the Tenant, he heard the Tenant shouting loudly at the Landlord outside the residential premises. SS1 stated the Tenant was within inches of

the Landlord's face and the Tenant was "spitting all over the place". SS1 stated he thought the Tenant was going to physically attack the Landlord. SS1 stated he had also seen and heard the Tenant screaming from the Tenant's balcony on a different date. SS1 stated he had an incident with the Tenant when he was awoken by the Tenant who was doing laundry at 3:00 am in the morning. SS1 testified the rules for the residential property state laundry is only to be done between the hours of 9:00 am and 9:00 pm. SS1 stated when SS2 had been disturbed by the noise, he went to the laundry room to investigate. SS1 stated that, when he spoke to the Tenant about being disturbed by the noise he was causing, the Tenant started yelling. SS1 stated he fears someone is going to be physically assaulted by the Tenant.

The Tenant testified the accusations made against him were exaggerated. The Tenant stated he did not go out of his way to make everybody's day miserable in the residential property. The Tenant stated it was ridiculous that SS1 should threaten to call the police during the incident. The Tenant stated he went back inside the residential property and he was "pissed off". The Tenant stated that if his mom was around, he "would have her support and it wouldn't be like this". The Tenant stated this was the first time the Landlord served him with a notice and that this was very important to him because the Landlord never explained things to him. The Tenant stated he was sleeping on the afternoon when the Landlord came and he just happened to wake him up. The Tenant stated he wished the Landlord had not come at that time because he is "not a morning person, it doesn't matter whether it's 4:00 o'clock in the afternoon or 7:00 o'clock in the morning.". The Tenant stated he just wasn't prepared for the conversation with the Landlord when she showed up at his door at that time. The Tenant stated the Landlord was accusing him of the same things they had already discussed many times before. that he assured her that there was nothing to worry about. The Tenant stated he also assured the Landlord that he did not play musical instruments in the rental unit except for a classical acoustic guitar which is not very loud.

The Tenant again stated there were a lot of exaggerations about him being hostile to everybody. The Tenant stated he introduced himself to everybody he has crossed paths within the residential property. The Tenant stated he doesn't have any problems with anyone in the residential property. In respect of the incident in the laundry room with SS1, the Tenant stated he was doing laundry around 8:30 or 8:40 pm and then he went out. The Tenant stated that, when he returned home and went to get his bedding out of the dryer at 3:00 am, he discovered it was still wet because someone had opened the dryer door. The Tenant stated he put money in the dryer and was walking back to his apartment. The Tenant stated SS2 came out of her rental unit and the Tenant told her that it was his bedding, that he needed it and it would be done in half an hour. The

Tenant stated that SS1 then came out to complain. The Tenant stated he was wide awake when he SS1 appeared in the laundry room and that he was "lucid conscious" and his awareness of what was happening at that time was very acute. The Tenant stated SS1's perception of what was happening at that time was not so clear as he was not fully awake and, as a result SS1 was "just a little insensitive" to the Tenant. The Tenant stated the incident over the laundry was a "funny situation", that he probably should not have been doing laundry at 3:00 am in the morning but it wasn't life threatening or life altering.

The Tenant stated he signed an addendum to the tenancy agreement which stated he couldn't do this and couldn't do that and "it's a three-strike notice". The Tenant stated the first notice he received was regarding noise and that his loud talking was not a severe thing. In respect of the Incident, the Tenant stated it was related to the Landlord "striking" him for loud talking and that the warning letter was ridiculous in his opinion. The Tenant stated he felt the Landlord was antagonizing him with these accusations about loud talking and that his behavior seen in the Video arose as a result of his frustration. The Tenant stated he has never hurt anyone and the exaggerations about his behavior were insulting and prejudiced. The Tenant stated he shared a drink with SS1 before the laundry incident and SS1 was two-faced. The Tenant stated that, after the Incident, he tried to make amends with the Landlord and tried to show her he was putting an effort into what the Landlord wanted. The Tenant stated the Landlord called the person ("DC") he had provided as a reference. The Tenant stated he considered it unprofessional of the Landlord. The Tenant stated DC was his mentor and that it was frustrating for the Tenant that the Landlord called DC instead of having reasonable conversations with him instead. The Tenant stated we have the right to privacy in our lives and there are things that the Landlord does not have the right to know.

The Tenant stated that, when the Landlord served him with the NDRP while he was standing outside at the front of the residential property, he was shocked that she came with two police officers. The Tenant said that, when the Landlord served him with the NDRP, he didn't see it coming. The Tenant stated he was supposed to get three strikes and not two for an eviction. The Tenant stated the Landlord would not discuss the eviction notice with him.

The Landlord stated that she initially sent the Tenant text messages requesting him to keep the noise down. The Landlord stated that she then served the Tenant with a warning letter. The Landlord stated that, as the response from the Tenant to the warning letter was so extreme, she requested the police to attend with her to serve the 1 Month Notice on the Tenant as she was concerned about her personal safety.



The Tenant stated that, on the day the Landlord served him with the NDRP, he saw her and asked if she wanted to talk to him. The Tenant stated that, instead of talking to him, the Landlord threw an envelope at his head. The Tenant stated the envelope had about 10 pieces of paper in it and, after it hit him, he through it to the ground and told the Landlord this wasn't how you give someone a piece of paper. The Tenant stated a police officer then came out of the bushes and that it was ambush by the police department. The Tenant stated he was quietly watching a movie on his computer when the Landlord served him. The Tenant stated he didn't see any issues but for the constant harassment he has was getting every week for the past four months.

The Landlord stated that, due to the Tenant's prior interactions with her, she did not feel safe serving the NDRP on the Tenant. The Landlord stated she requested a police presence at the time. The Landlord stated that, after she served the NDRP on the Tenant, the Tenant started following her to her car, pointing at her and coming very close to her. The Landlord stated that, as a result of the Tenant aggressive behavior, the police separated the Tenant from her for her safety. The Landlord stated that, when she and the police arrived to serve the NDRP, the Tenant was not quietly watching a movie as he had testified. The Landlord stated loud music "blasting" from the rental unit that could be heard as they were approaching the residential property.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In this case, the onus is the Landlord to establish on a balance of probabilities that it is entitled to an order for an early end of the tenancy.

The conditions that must be met for a tenancy to be ended early are set out in subsections 56(2) and (3) as follows:

#### **Application for order ending tenancy early**

- (2) The director may make an order specifying the date on which the tenancy ends and the effective date of the order of possession only if satisfied that
  - (a) the tenant or a person permitted in the manufactured home park 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.
- (3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

*Residential Tenancy Branch Policy Guideline ("RTBPG") Number 51*

[Expedited Hearings] provides guidance on a landlord's application for dispute resolution to seek for an early end of tenancy pursuant to section 49 of the Act. The following excerpts of that Policy are relevant to the Landlord's application:

The expedited hearing process is for emergency matters, where urgency and fairness necessitate shorter service and response time limits.

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month).

The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or

park to wait for a Notice to End Tenancy for cause to take effect (at least one month).

The Landlord testified the Tenant has significantly interfered with and unreasonably disturbed other tenants of the residential premises by shouting at her and other tenants and playing very loud music. SS1 testified that the Tenant unreasonably disturbed SS1 and SS2 at 3:00 am in the morning, that he witnessed the Tenant shouting and that he witnessed the Incident. In addition to the witness statement of SS1 and SS2, , the Landlord submitted the Video and witness statements from SD and BJ, to corroborate her testimony. The Landlord stated the Tenant has significantly interfered with her and seriously jeopardized her rights as a Landlord. In the Video, the Tenant shouts it is his human right to be able to make noise. The Landlord testified that several tenants have threatened to vacate the Property as a result of the loud noise, shouting and hostile behavior of the Tenant.

The Tenant denied he plays loud music in his rental unit or that he screams and shouts at the Landlord and other tenants on the residential property. The Tenant stated the accusations of the Landlord and other tenants were an exaggerated. The Tenant's testimony attempted to minimize the impact of his behaviors on the Landlord and other Tenants. The Tenant stated it was ridiculous that a tenant called the police during the Incident. The Tenant stated the Landlord was antagonizing him. The Tenant stated the Landlord had caused him frustration as she would not explain things to him regarding the noise warning letter, the 1 Month Notice and the NDRP. The Tenant stated he was acutely aware of what was happening at 3:00 am when he disturbed SS1 and SS2 and that, because SS2 was not fully awake, SS1 was insensitive to the Tenant's need to dry his laundry. The Tenant stated he doesn't have any problems with anyone on the Property.

Given the contradictory testimony of the parties, I must weigh the credibility of the parties. I have considered the parties' testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under similar circumstances. When assessing the Tenant's testimony during the hearing, I found his demeanour to be confrontational and his testimony to be evasive, inconsistent and rambling. I found the Tenant's testimony lacked credibility, was rambling and self-serving and was focused on minimizing the impact of his aggressive, threatening and intimidating behavior and blaming the Landlord and other tenants for exaggerating the events leading to service of the 1 Month Notice and NDRP on him by the Landlord. In addition, the Tenant did not submit any medical documentation, or call any witnesses, to

support his claims he is suffering from a medical condition or how medications prescribed by a physician excused his hostile and aggressive behavior or how it may have explained the constant noise disturbances reported by the Landlord and other tenants of the Property. As such, I accept the Landlord's and SS1's testimony in its entirety which was corroborated by the Video and witness statements from SD, BJ, SS1 and SS2.

Based on the foregoing, I find the Landlord has established, on a balance of probabilities, that the Tenant has:

1. significantly interfered with and unreasonably disturbed other tenants of the Property including SD, BJ, SS1 and SS2;
2. seriously jeopardized the health of other tenants including of SD and BJ;
3. seriously affected the sense of security and safety of tenants including SD, BJ, SS1 and SS2;
4. significantly interfered with the Landlord;
5. seriously jeopardized the safety of the Landlord;
6. adversely affected the lawful right and interest of the Landlord to safeguard the rights of other tenants of the residential property to quiet enjoyment, security, safety and well-being; and
7. seriously jeopardized the economic interests of the Landlord.

Based on the foregoing, I find the Landlord has demonstrated cause for ending the tenancy pursuant to subsections 56(2)(a)(i) and 56(2)(a)(ii) of the Act.

I am also satisfied that, based on the persistent nature of the aggressive, hostile and intimidating behavior of the Tenant, altercations between the Tenant with the Landlord and other occupants will likely continue. I am also satisfied that the Tenant's yelling and aggressive behavior on the residential property and the playing of loud music in the rental unit will continue unabated until the Tenant vacates the rental unit. Accordingly, I am satisfied that it would be unreasonable or unfair to the Landlord and other occupants of the residential property to wait for the Landlord to serve a One Month Notice to End Tenancy to take effect pursuant to section 47 of the Act.

Based on foregoing, I find that the Landlord has satisfied her burden of proof and is entitled to an Order of Possession pursuant to section 56 of the Act. Pursuant to section 68(2)(b) of the Act, I order the tenancy ended on the date of this hearing on May 16, 2022. I grant the Landlord an Order of Possession effective two days after the Landlord serves this decision and attached order on the Tenant.

Conclusion

I grant an Order of Possession to the Landlord effective two days after service of this Order on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 19, 2022

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Residential Tenancy Branch