



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

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 – as the Landlord says the Tenant poses an immediate and severe risk to people and property; and to recover the \$100.00 cost of his Application filing fee.

The Landlord and an agent for the Landlord, K.Z. ("Agent") appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 40 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlord and his Agent., who indicated that they were ready to proceed.

I explained the hearing process to the Landlord and Agent and gave them an opportunity to ask questions about it. During the hearing, the Landlord was given the opportunity to provide his evidence orally and to 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.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that she served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on March 30, 2022. The Agent provided a Canada Post tracking number as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

Preliminary and Procedural Matters

The Landlord provided his email address in the Application and he confirmed it in the hearing. He said he did not know the Tenant's email address. The Landlord also confirmed his understanding that the Decision would be emailed to him and mailed to the Tenant at the rental unit address, and that any Orders would be sent to the appropriate Party.

At the outset of the hearing, I asked about the Parties named in the Application. The Landlord advised me during the hearing that the Tenant, E.T., is the other Tenant's son and a minor. As such, I find that E.T. is not a Party to this proceeding. As such, I amended the Respondent's name in the Application by removing E.T. from the style of cause. This was done pursuant to section 64 (3) (c) of the Act and Rule 4.2.

Issue(s) to be Decided

- Is the Landlord entitled to an early termination of the tenancy and an order of possession?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee from the Tenant?

Background and Evidence

The Landlord said that the Parties did not sign a tenancy agreement; however, he said that they agreed that the periodic tenancy would begin for the Tenant on December 23, 2021, with a monthly rent of \$1,400.00, due to the Landlord on the first day of each month. The Landlord said that the Tenant agreed to pay him a security deposit of \$700.00, and no pet damage deposit.

The Landlord said that the Tenant is a cleaner by trade, and that he allowed her to live in the rental unit for the remaining days of December 2021 with no rent for December, if she cleaned the residential property. The Landlord said the Tenant told him that she would send him the security deposit that night and pay him \$1,400.00 in rent on January 1, 2022, and on the first day of the subsequent months of the tenancy. The Tenant has acknowledged her requirement to pay rent in a text exchange submitted into evidence by the Landlord.

The Landlord said that the Tenant has not paid him anything, but that this is not the main reason for the early termination of the tenancy. The Landlord said that he works away from the city where the residential property is located, and he was in a hurry to find a tenant in December 2021, because he had to go back to work. The Landlord said that his Agent handled most of the dealings with the Tenant, while the Landlord was out of town.

The Agent and the Landlord said that they have had to call the police in this situation, as they say that the Tenant uses illegal drugs in the rental unit, in addition to not paying rent. The Landlord submitted text messages from the other tenant in the residential property who has witnessed this behaviour, as well as suspicious looking people coming around, asking for the Tenant.

Further, the Agent said that when she was at the residential property recently, the Tenant's 15-year old son attacked her from behind, and to the extent that the Agent had to attend the hospital for treatment. The Agent said that the police are investigating this alleged assault.

The Agent said that she is afraid to attend the residential property, and that the other tenants in the property are also afraid of the lower suite Tenant and her associates who attend the property.

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 he has 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 Landlord, I find that he has met this burden.

I accept the Landlord's undisputed evidence that the Tenant or someone she has allowed on the property to have significantly interfered with or unreasonably disturbed another occupant and the Landlord at the residential property. Based on the evidence before me overall, I find that the Tenant's son attacked the Agent. I also find that the Landlord has witnessed and has been advised by another occupant of the rental unit

that the Tenant uses illegal drugs in the residential property. Further, the Agent provided seven police file numbers evidencing the need for the police to attend the residential property regularly, because of the Tenant.

Due to these conclusions, I, therefore, find that the Landlord has proven that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord, contrary to the Act.

I am also satisfied that it would be unreasonable and unfair to the Landlord and other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect, as I find without an early end to the tenancy, anyone attending the residential property is at significant risk of harm.

I therefore grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act, as well as their request to recover the \$100.00 Application filing fee, pursuant to section 72 of the Act.

Pursuant to section 56 of the Act, I grant the Landlord an **Order of Possession**, which will be **effective two days after service** on the Tenant.

Given his success, I also grant the Landlord a **Monetary Order** of **\$100.00** from the Tenant for the recovery of the Landlord's \$100.00 Application filing fee.

Conclusion

The Landlord's Application is successful, as he provided sufficient evidence to find that the Tenant has significantly interfered with and unreasonably disturbed another occupant and the Landlord.

The Landlord is granted an **Order of Possession effective two days after service** on the Tenant. This Order of Possession, granted pursuant to section 56 of the Act,

The Landlord is also granted a **Monetary Order** of **\$100.00** for recovery of the Application filing fee from the Tenant.

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: May 05, 2022

Residential Tenancy Branch