



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0923745 BC LTD  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      ET FFL

### Introduction

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

The tenant did not attend this hearing which lasted approximately 20 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord was represented by their agents, with RY primarily speaking (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

The landlord testified that they served the tenant with the notice of hearing and evidence by posting on the rental unit door on May 6, 2022. The landlord submitted a signed and witnessed Proof of Service form as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on May 9, 2022, three days after mailing, in accordance with sections 88, 89 and 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an early end of the tenancy and Order of Possession?  
Is the landlord entitled to recover their filing fee from the tenant?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The landlord gave undisputed evidence on the following facts. This tenancy began on December 1, 2021. Monthly rent is \$1,550.00 payable on the first of each month. A security deposit of \$775.00 was collected at the start of the tenancy and is still held by the landlord. The rental unit is a suite in a multi-unit complex.

The landlord gave evidence that there have been multiple complaints about the level, frequency and nature of noise emanating from the rental unit. The landlord described the noise as screaming and yelling, furniture being moved around and fights with other occupants or neighbors. Some audio recordings of the noise were submitted into evidence. The landlord submits that the conduct of the tenant has caused other occupants of the property to feel unsafe and police have been called on multiple occasions.

The landlord further submits that the tenant and those allowed on the property by the tenant have caused damage to the property by breaking windows, hurling furniture out from their unit into nearby trees and vandalizing doors with threatening graffiti. Photographs of the damage were submitted into evidence.

The landlord testified that the disturbance by the tenant has escalated over the course of the tenancy with threats of physical violence made against neighbors. The landlord submits that it would be unreasonable and unfair to the other occupants of the multi-unit complex to wait for a Notice to End Tenancy to take effect when there is an imminent risk of physical harm.

### 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 for a landlord's notice for cause.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

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.

I am satisfied, on a balance of probabilities, that there is a basis for this tenancy to end. I find the landlord's undisputed testimony and their multiple audio recordings, photographs of the property and complaint letters from other occupants to be sufficient to establish that there has been a significant interference and unreasonable disturbance of others by the tenant and their guests.

I further note that breaking windows, scrawling threatening messages on the property and hurling furniture into treetops would reasonably be characterized as extraordinary damage to the residential property.

I accept the landlord's undisputed submission that the other occupants of the property have expressed great concern and fear for their physical safety and security. I find the

evidence of the landlord demonstrates that the conduct of the tenant is not an isolated incident but part of a pattern of escalating behaviour that has been ongoing throughout much of this tenancy. I therefore find it would be unfair and unreasonable to the landlord and other occupants to wait for a Notice to End Tenancy to take effect.

Accordingly, I find that the landlord has established the basis for an early end of tenancy and an Order of Possession.

As the landlord was successful in their application, they are also entitled to recover their filing fee. In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's security deposit in satisfaction of this monetary award.

### Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant 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.

The security deposit for this tenancy is reduced by \$100.00 from \$775.00 to \$675.00.

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: June 10, 2022

---

Residential Tenancy Branch