



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 222 KEEFER ROOMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the Landlord's application under the Residential Tenancy Act (the "Act") for an order for early end to tenancy and an Order of Possession of the rental unit pursuant to section 56.

The Landlord's agent CA attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, and to make submissions.

The Tenant did not attend this hearing. I left the teleconference hearing connection open until 1:40 pm in order to enable the Tenant to call into the hearing scheduled to start at 1:30 pm. I confirmed that the correct call-in numbers and participant code had been provided in the notice of dispute resolution proceeding. I used the teleconference system to confirm that CA and I were the only ones who had called into the hearing.

I advised CA that the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") prohibit unauthorized recordings of dispute resolution hearings. CA confirmed she was not recording this dispute resolution hearing.

Preliminary Matter – Service of Dispute Resolution Documents

CA stated she served the Tenant with the notice of dispute resolution proceeding package and the Landlord's supporting evidence (collectively, the "NDRP Package") by registered mail on May 18, 2022. The Landlord submitted a Canada Post registered mail receipt with a tracking number in support. That Canada Post tracking number is referenced in the cover page of this decision. The Landlord submitted a Proof of Service in form #RTB-9. Based on the above, I find the Tenant has been sufficiently served with

the NDRP Package in accordance with section 71(2) of the Act, Rule 10.3 of the Rules of Procedure, and section 3(b) of the director's standing order dated March 1, 2021.

Issue to be Decided

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

Background and Evidence

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

The Landlord submitted a copy of the parties' tenancy agreement into evidence. CA confirmed the particulars of the tenancy as follows:

- The tenancy commenced on February 4, 2021 and is month-to-month
- Rent is \$625.00, due on the first day of each month.
- The Tenant paid a security deposit of \$312.50, which is held by the Landlord.

The rental unit is part of a multi-unit building. CA testified that on April 22, 2022, the Tenant permitted a guest with a machete to enter the building. The Landlord submitted video evidence from a surveillance camera showing the Tenant and his guest walking in a common area hallway. In the video, the Tenant's guest can be seen holding a machete. CA testified that the Tenant also keeps homemade weapons in the rental unit. CA stated the police attended at the rental property on April 22, 2022 and removed the Tenant's weapons.

CA stated that following this incident, things escalated. CA stated the Tenant started threatening other tenants in the building and tried to go into their units. CA testified there were other concerns about the Tenant, which include keeping stolen property inside the rental unit, the Tenant blocking the fire escape in the hallway with his personal belongings, and the Tenant bringing underage girls into the rental unit. CA testified the Tenant was warned in writing about his behaviours.

The Landlord's evidence suggests that a breaking point was reached on May 16, 2022, when the Tenant's guest from the April 22, 2022 incident assaulted another tenant in the building. CA testified that on May 16, 2022, the Tenant's guest kicked and stomped

on the head of the victim at the rental property. The Landlord submitted text messages containing a report from another tenant who was a witness to the assault. The Landlord also submitted police file number 22-55929 in support. CA confirmed the Landlord promptly made this application on the same day. CA testified she attended at the rental property and later visited the victim at the hospital.

CA testified that other tenants in the building are afraid of the Tenant and his guest.

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 Landlord bears the onus of proving that this tenancy should be ended early and an Order of Possession be granted.

Section 56 of the Act states as follows:

Application for order ending tenancy early

56(1) A landlord may make an application for dispute resolution requesting

(a) an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b) an order granting the landlord possession of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property 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.

Based on CA's testimony and the evidence submitted by the Landlord, I am satisfied on a balance of probabilities that on May 16, 2022, the Tenant's guest violently assaulted another tenant on the rental property. I find the Landlord has met the onus of proving, pursuant to sections 56(2)(a)(i) and (ii) of the Act, that a person permitted on the residential property by the Tenant has significantly interfered with and unreasonably disturbed another occupant, and has seriously jeopardized the health, safety, and lawful interest of another occupant.

I further find the Landlord has established, pursuant to section 56(2)(b) of the Act, that it would be unreasonable and unfair to the Landlord and the other occupants of the building to wait for a notice to end the tenancy under section 47 to take effect. I accept CA's testimony that other tenants are fearful of the Tenant and his guest. The Landlord's evidence indicates that the Tenant made and kept weapons in the rental unit, harassed other tenants, and invited a guest who committed violent assault on the rental property. In addition, I find that the Landlord has a duty to ensure the safety of the residents in the building. I am satisfied that this situation presents an immediate risk to the health, safety, and lawful interest of the other tenants, and exposes the Landlord to potential liability. Therefore, I find it would be unreasonable and unfair for the Landlord and the other occupants to wait.

Thus, having found the requirements in sections 56(2)(a)(i), 56(2)(a)(ii), and 56(2)(b) of the Act to be met in the circumstances, I conclude that the tenancy should end early.

Conclusion

The Landlord has met the burden of proving that the tenancy should end early.

Pursuant to section 56(2) of the Act, I order that the tenancy is ended the date of this decision, June 24, 2022.

Pursuant to section 56(2), I grant an Order of Possession to the Landlord effective two (2) days after service upon the Tenants. The Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 24, 2022

Residential Tenancy Branch