



# 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 by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on May 04, 2022 (the “Application”). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). The Landlord also sought reimbursement for the filing fee.

K.D. appeared at the hearing for the Landlord. The Tenant did not appear at the hearing. I explained the hearing process to K.D. I told K.D. they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). K.D. provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord’s evidence.

K.D. testified that the hearing package and Landlord’s evidence were posted to the door of the rental unit May 05, 2022. The Landlord submitted a Proof of Service confirming K.D.’s testimony.

Based on the undisputed testimony of K.D. and Proof of Service, I accept that the Tenant was served with the hearing package and Landlord’s evidence May 05, 2022, in accordance with sections 88(g) and 89(2)(d) of the *Act*. Pursuant to section 90(c) of the *Act*, the Tenant is deemed to have received the package May 08, 2022. I find the Landlord complied with rule 10.3 of the Rules in relation to the timing of service.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. K.D. was given an opportunity to present relevant evidence and make relevant

submissions. I have considered all documentary evidence and testimony of K.D. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?
2. Is the Landlord entitled to reimbursement for the filing fee?

### Background and Evidence

K.D. testified that there is a verbal tenancy agreement between the parties which started in October of 2021.

K.D. further testified as follows. The Tenant's ex-boyfriend started living with the Tenant after the tenancy started contrary to the agreement between the parties. There have been numerous domestic disputes between the Tenant and their ex-boyfriend which have included fighting in the front yard and screaming on the street. Neighbours of the rental unit have called police due to the disturbances. Police have attended the rental unit 10 or 15 times since last October. During one incident, the Tenant would not let police into the rental unit and K.D. could not let police in because the Tenant had changed the locks. Police used a battering ram to break the door into the rental unit which caused damage. One incident between the Tenant and their ex-boyfriend involved a weapon. The Tenant has also had numerous parties in the rental unit which have involved ambulances attending the rental unit. The neighbours of the rental unit are not happy about the situation. The situation is unsafe. Police have told K.D. the Tenant is a danger to themselves and others.

K.D. sought an Order of Possession effective two days after service on the Tenant.

The Landlord submitted photos showing damage to the rental unit door from police using a battering ram to enter the unit.

### Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet the above two-part test. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

I accept the undisputed testimony of K.D. and find the circumstances with the Tenant are as stated. I am satisfied based on the undisputed testimony of K.D., and in part on the photo submitted, that the Tenant and their ex-boyfriend, who they allowed on the property, have significantly interfered with and unreasonably disturbed neighbours as well as the Landlord and K.D. I am satisfied the circumstances meet the two-part test outlined above because they involve violence, weapons as well as police and ambulance attendance at the rental unit. I find the circumstances described by K.D. to be sufficiently serious to end this tenancy pursuant to section 56 of the *Act*. I also note

that the Tenant did not attend the hearing to dispute that the tenancy should end pursuant to section 56 of the *Act*.

I issue the Landlord an Order of Possession for the rental unit effective two days after service on the Tenant.

Given the Landlord has been successful in the Application, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act* and issue the Landlord a Monetary Order in this amount.

### Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is entitled to reimbursement for the \$100.00 filing fee. The Landlord is issued a Monetary Order in this amount. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: June 06, 2022

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Residential Tenancy Branch