



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Only the landlord appeared at the hearing. The landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The landlord testified and supplied documentary evidence that he served the tenant with the Notice of Hearing and Application for Dispute Resolution by posting it on the tenants' door on April 29, 2022. Pursuant to sections 89(2)(d) and 90 of the *Act*, I find that the tenants are deemed served three days after posting on May 2, 2022. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issues(s) to be Decided

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

Is the landlord entitled to the recovery of the filing fee for this hearing?

### Background and Evidence

This tenancy began on February 18, 2022 with the current monthly rent of \$1250.00 due on the first of each month. The tenant paid a security deposit of \$625.00 which the landlord still holds. The landlord testified that the relationship started out well but when the tenant failed to pay the rent, he became abusive and threatening. The landlord

testified that he purchased this home in February 2022 for the purposes of living in upper unit. However, the tenant has been threatening and abusive to the point that he chased the landlord around the property requiring the police to attend. The landlord locked himself in the upper unit while the police arrested the tenant.

The landlord testified that the police have advised him that the tenant is known to them and is dangerous and should not contact him. The landlord testified that the tenant stole the washer and dryer and has tampered with some electrical wiring in the home. The landlord testified that he has small children and is too scared to move into his own home while the tenant resides there. The landlord provided the following as part of their application:

*“Utilities missing from house and property is being damaged (Complaint no 2022-13732, RCMP, Chilliwack. Tenant not allowing the landlords to enter into basement for inspection (lease violation). Tenant refused to pay rent and utilities anymore and threatened when asked for rent. He threatened our agent who served 10 day eviction notice to him. We are afraid to go into our house. He has occupied the garage of the house and put lock outside it, whereas it was not included in the 'Lease'.”*

*”*

The landlord stated that this is an urgent application about a tenant who poses an immediate and severe risk to the rental property, other occupants or the landlord and wants an order of possession.

### 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. 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.*

The landlord has provided undisputed testimony and extensive documentation to satisfy me that the tenant has:

- *"significantly interfered with or unreasonably disturbed another occupant or the landlord of 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.*

Based on the above, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated. The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction of the filing fee.

### Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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 16, 2022

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Residential Tenancy Branch