



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 asserts that the Tenant poses an immediate and severe risk; and to recover the \$100.00 cost of their Application filing fee.

The Landlord, an assistant for the Landlord, K.G. ("T-Agent"), the Tenants and an interpreter for the Tenants, R.M. ("L-Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Landlord and the Tenants were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. 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.

The Tenants confirmed that they had received the Landlord's Notice of Hearing, Application, and evidence, as it was posted on the rental unit door in one package on June 3, 2022. However, the Landlord said that he did not receive anything from the Tenants for this hearing. Further, the RTB did not receive any evidence from the Tenants for this hearing. The Tenant said he sent his evidence to the Landlords via registered mail, although he did not have a Canada Post tracking number as evidence of service, nor did he know on what day he mailed it to the Landlord. The Tenant said he submitted his evidence to the RTB through his access code. However, there is nothing before me from the Tenants. Based on these submissions, I will consider the Landlord's evidence, but I am not able to consider anything from the Tenants.

Preliminary and Procedural Matters

The Landlord provided his email address in the Application and the Agent confirmed it in

the hearing. The Tenants provided their email address in the hearing. The Parties also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be granted an early termination of the tenancy?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on September 1, 2021, with a monthly rent of \$1,200.00, due on the first day of each month. The Parties disagreed on whether the Tenants paid the Landlord a security deposit or not, but as this is not pertinent to the issues before me, I do not make any determination in this regard.

In his Application, the Landlord explained the reason for this proceeding:

The tenant shoved and physically hurt me on April 1 when rent was due april 1, first he gave the full rent 1200 .. upon being told about late rent, unreasonable amount of people occupying suite and utility. [The Tenant] pushed shoved me and ripped my jacket pocket and took rent back. Since then my mental health is not good I barely sleep had to get cameras security wise. Im afraid to go into my own backyard let alone outside, my wife watches me out the door if need be. I don't feel safe. .

[reproduced as written]

The L-Agent said that the Tenant was served with a One Month Notice to End the Tenancy for Cause; however, the L-Agent said that the Landlord seeks an early termination of the tenancy and an Order of Possession for the rental unit, as the Tenant poses an immediate and severe risk of causing damage and injury.

In the hearing, the L-Agent said:

On April 2, the Tenant made a video calling my Dad downstairs. He called my Dad to pick up the rent on the 2nd. [The Landlord] was assaulted. It has jeopardized his own mental health. He is a senior dealing with someone refusing to leave. They have the privilege of a backyard and a shed... My Dad does not use the backyard to do gardening, because he is afraid of the Tenant. ...sitting in your home watching security cameras. That is what he is feeling. Mentally, my Dad has gone through a lot, as we have as a family.

The police officer told us that you have to think about yourself. Do not give them access to the laundry, because it is accessible to the upstairs. I see their own mental health. My sister is a nurse and she sees them regularly.

I sense the stress in the room. I said you can't live like this. He has talked about hurting himself. I feel for my own safety, but I didn't want to let them deal with this - they are my parents.

On April 2, he went downstairs and verbally talked to them about ending the tenancy. He said they could move out in a month or two. I think they took it very personally. He did give the rent to Dad, but as soon as he heard 'they are trying to get us out of here', he took it back. My father was cornered against the wall by the wife and him, and with the pandemic, . . . to get upset over a verbal request nicely asking them to leave.

My parents are scared to have conversations in their own home, because they feel like they're being eavesdropped. There was no camera system - we got it after for my Dad. It's a quiet neighbourhood. Him being cornered that day - no one has done that to him. He was stressed out.

When the police officer came, he told us that the Tenant has charges, so he recommended getting a criminal record check next time we have a tenant. That really scared my Dad.

The T-Agent interpreted what the L-Agent said to the Tenants, and then she conveyed the Tenant's response, as follows:

She called [the Landlord] to come downstairs to pick up their rent, and he did, and he said, 'your kids cry too much' (they have a 4½ year old child).

[The Landlord] said you have to move in the coming 15 days after receiving the

rent. She said:

My kids are so sick, I'm suffering from this disease, too, and both kids ... I was to the hospital last November. My husband is the only breadwinner.

[The Landlord] said they have to move in the coming 15 days. She requested at least two months time, but she gave it to [the Landlord], and he received the money and he started abusing them . He came back with a ... I have every recorded in the video and she submitted the video . And [the Landlord] used abusive language.

He wanted to add that it was not done yet, because when [the Landlord] started abusing his wife, he came out from the washroom and he recorded everything. [The Landlord] started abusing their kids, too. He said they called the police and their two daughters came down, too, they said 'My father is not used to speaking like that'.

The Tenant denied having pushed the Landlord and taken the rent money back from the Landlord's pocket that day.

I asked the L-Agent why it would be unreasonable or unfair to the Landlord to wait for a One Month Notice to take effect, and she said the following:

It's affected my Dad's mental health. If something happens to him tomorrow.... The [female] Tenant said she called, but it was the husband. It is June now - why are they still here? We gave them so many notices. They are in their comfort zone. And the rent was not given. They apprehended it back and my Dad stressed about the mortgage payment. I know the feelings of mental stress.... It's mentally stressful - him making false accusations about my Dad.

It's affecting his health. If he does something to his health. My sister goes there every day to see if he is okay. I call him three or four times . . . we don't want to continue this tenancy.

I provided the Parties with an opportunity to make any last statements, and starting with the Tenant, the T-Agent translated what the Tenant said, as follows:

He called the police who came, and they discussed everything with the police. And they apologized for everything. He gave two months notice at that point.

Then a few days later they gave them a written notice of one month.

The L-Agent continued:

You have all the evidence. You have heard both sides. It's for my Dad's mental health. We've given proper notices; we've been abiding by the law. It is affecting my mental health. It is going to affect your children's mental health when you are pushing an old man. If someone gives me a verbal notice. You're abusing his health because he is a senior.

The Tenant spoke of the Parties' attempt to resolve the issues themselves. He then requested time to submit evidence, "...because I have everything recorded in the video." However, I advised the Parties that pursuant to the Act and Rules, it was too late for the Tenant to submit evidence, as a respondent's evidence has to be submitted to the RTB and served on the applicant at least seven days prior to the hearing.

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 a tenancy early under section 56 of the Act, the landlord must not only establish that they have 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 and documentary evidence of the Landlord, I find that they have met this burden.

Based on the evidence before me overall, I accept the Landlord's assertion that the Tenant is aggressive and poses a threat to this senior Landlord, as well as mental distress to his family. I find that the family is concerned for the Landlord's health and limited lifestyle resulting from the Tenant's behaviour.

I accept the Landlord's evidence that the risk of allowing the Tenant to continue the tenancy would put the Landlord at significant risk of harm from the Tenant or from himself, because of the stress of having this Tenant living there and what else the Tenant might do to the Landlord. Due to these conclusions, I therefore find that the Landlord has proven that the Tenant poses an immediate and severe risk to the Landlord, as well as to the Landlord's children's mental health. I am satisfied that it would be unreasonable and unfair to the Landlord to wait for the One Month Notice to

take effect, as I find without an early end to this tenancy, persons are at risk.

I therefore confirm the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. I grant the Landlord an **Order of Possession** of the rental unit, which will be **effective two days after it is deemed served on the Tenant**, pursuant to sections 56 and 90 of the Act.

I also confirm the Landlord's claim for the \$100.00 Application filing fee. I award the Landlord with recovery of the \$100.00 Application filing fee from the Tenant, pursuant to section 67 of the Act. Further, I grant the Landlord a **Monetary Order from the Tenant of \$100.00**, which Order shall be served on the Tenant by the Landlord.

Conclusion

The Landlord's Application is successful, as they provided sufficient evidence to establish on a balance of probabilities that the Tenant poses an immediate and severe risk to the Landlord of the residential property and to his family.

Pursuant to section 56 of the Act, I grant an Order of Possession of the rental unit to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I also grant the Landlord a **Monetary Order of \$100.00** from the Tenant pursuant to section 67 of the Act. This Order must be served on the Tenant and 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 *Residential Tenancy Act*.

Dated: June 22, 2022

Residential Tenancy Branch