



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, made on May 17, 2022 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The Landlord attended the hearing at the appointed date and time. The Tenant attended the hearing 9 minutes late. At the start of the hearing, the Tenant confirmed receipt of the Landlord's Application and documentary evidence packages. As there were no issues raised, I find the above-mentioned document were sufficiently served pursuant to Section 71 of the *Act*. The Tenant also confirmed that they did not submit any documentary evidence in response to the Application.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?
2. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on January 15, 2021. The Tenants are required to pay rent in the amount of \$1,025.00 which is due on

the first day of each month. The Tenants paid a security deposit in the amount of \$500.00, and the Tenants continue to occupy the rental unit.

The Landlord stated that they are seeking an early end to the tenancy for several reasons. The Landlord stated that on April 23, 2022 the male Tenant pushed the Landlord's wife while the female Tenant yelled aggressively at the Landlord's wife. The Landlord stated that the neighbour attended and phoned Police. The Landlord stated that the Tenants' guests had also been assaulted by the Tenants during the same incident. The Landlord provided a video clip of the latter portion of the incident as evidence.

The Landlord stated that the Tenants often host gatherings where the Tenants and their guests engage in physical altercation between themselves, causing noise late at night, and concerns for safety. The Landlord provided a witness statement from the neighbour in support.

The Landlord stated that as a result of the violence and ongoing noise disturbances, the Landlord and his wife were treated at the hospital and were prescribed medication for emotional impact that these incidents have had on them. The Landlord stated that they have since served the Tenant with a One Month Notice to End Tenancy which the Tenants have disputed, however, the Tenants continue to cause issues. If successful, the Landlords are seeking the return of the filing fee.

The Tenant responding by denying that the Tenants assaulted the Landlord's wife and also indicated there were no charges following the Police attendance. The Tenant stated that the Landlord has no evidence to prove an assault took place and accused the Landlord of completing their own medical report.

Analysis

Based on the documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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...

- (a) The tenant or a person permitted on the residential property by the tenant had 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 landlords 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.***

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlord has applied for an order of possession to end the tenancy early based on immediate and severe risk. I accept that an incident took place between the Tenants, their guests, and the Landlord's wife. I find that the video taken by the neighbour who lives next door shows the Landlord's wife hysterically crying for help, while the Tenants' guests were leaving the rental unit, passing by the neighbour and was heard saying "the guy attacked me, just like he attacked the landlord". I find that this video supports the Landlord's claims of violence. I find that the Tenant did not accept responsibility for these actions during the hearing and denied the Landlord's claims, which are supported by the video.

I accept based on the Landlord's testimony and the witness statement that these types of incidents occur regularly, impacting the Landlord and their neighbours. I find that these incidents pose immediate and severe risk. During the hearing, the Landlord stated that they have served a One Month Notice to End Tenancy which the Tenants have disputed. In light of the above, I find that it would be unfair for the Landlord to wait until the effective date of the One Month Notice to take effect. I find that the Landlord provided sufficient evidence that this tenancy should end pursuant to Section 56 of the Act.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenants. In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenants. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia. The Landlord is permitted to deduct \$100.00 from the Tenants' security deposit.

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 15, 2022

Residential Tenancy Branch