



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET FFL

### Introduction

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

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

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was assisted by a building manager.

In accordance with the *Act*, Residential Tenancy Rule of Procedure 6.1 and 7.17 and the principles of fairness and the Branch's objective of fair, efficient and consistent dispute resolution process parties were given an opportunity to make submissions and present evidence related to the claim. The parties were directed to make succinct submissions, and pursuant to my authority under Rule 7.17 were directed against making unnecessary submissions or remarks not related to the matter at hand.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing a typographic error in the dispute address was identified and corrected. The corrected address is used in the style of cause for this decision and accompanying Order.

Issue(s) to be Decided

Is the landlord entitled to the relief sought?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This tenancy began on January 1, 2022. Monthly rent is \$800.00 payable on the first of each month. A security deposit of \$400.00 was collected at the start of the tenancy and is still held by the landlord. The rental unit is a suite in a multi-unit building of 28 units.

The landlord took possession of the rental property on August 5, 2022 and assumed this tenancy. The building manager JE has been residing on the property for many years and managing the property on behalf of both the previous owners and the present landlord.

JE testified that there have been various altercations with the tenant of a hostile and aggressive nature that has required the intervention of police. They testified that the tenant has at various times uttered threats against both they and their family members, have stalked them outside of the building in the community and have indicated that they would cause them bodily harm.

The landlord testified that during the day on August 31, 2022 they had a discussion with the tenant about rental arrear. The same evening the tenant issued multiple emails to the landlord containing threats both implied and explicit. The landlord submitted into documentary evidence the string of correspondence received from the tenant during that evening.

The tenant states in relevant parts:

yeah...ud be my bitch....fuckn rat fuck....clean behind my toilet bitch

...

I got \$10k cash says neither of you fucking child molesters would meet me somewhere private.... n dark.....lol

...

.....heyFuck face.... I'm gunna take ur building, bitch....threaten me !Not Wise...go die bitch

...

I'm ready to die for my freedom..... ..R U I'm already dead bitch....you unleashed a son of a bitch... Put me back innnnnnn.....hell

...

I'm ready to die for my freedom..... ..R U

...

.....ok --wait ... I'm willing to negotiate. Gimme the #3 months....and your wife cleans behind my toilet #3 times a month.

Maybe that could work eh.

What's she like....she tight...she fat....she lookin for work.....wanna play tuff guy with me gregarious.....wanna put me back in prison.....ya wanna gregarious.....you tuff [Landlord]....u got tuff friends... are you ready for a pyshco like me in ur life gregarious ..... lie,,, and put me back in helllllllll.....are u really ready [Landlord] ? For the big time

...

I should have boot fucked him into a coma

The tenant continued to send correspondence to the landlord throughout the night and into the early morning hours. The landlord filed their application for an early end of the tenancy on September 1, 2022. The landlord submits that the content and tone of the numerous correspondence from the tenant were threats of bodily harm against themselves and family members and they both filed their application with the Branch and reported the behaviour to the police.

The landlord submits that the hostile and intimidating behaviour of the tenant has continued unabated with the tenant regularly uttering profanity, threats and insults at the landlord and the property manager.

The landlord called another occupant of the rental property as a witness. They reside directly upstairs from the tenant and testified that the tenant has confronted them in an intimidating and threatening manner, showing off tattoos, talking about their history of incarceration and violence and behaving erratically.

The tenant disputes the landlord's claim in its entirety and submits that the landlord and property manager are fabricating incidents in an attempt to incriminate and incarcerate them. In their written submissions the tenant denies threatening or assaulting the landlord or property manager but says:

I do admit to speaking "to them" and "at them" with as much contempt as possible

The tenant believes that the landlord's witness is an employee of the landlord and therefore an unreliable witness who is making false statements on behalf of their employer. The tenant testified that the landlord and building manager have stated they would lie and fabricate a reason to be successful in their claim.

The tenant gave lengthy rambling testimony regarding their history in the penal system, past crimes they have been charged with, disputing that there is any basis for an end to the tenancy because they have not subsequently been charged by the police, and posting that the landlord is orchestrating a campaign to have them falsely arrested.

### 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.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

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.

Based on the evidence of the parties, including the testimonies and documentary materials, I find sufficient evidence to show there is a serious jeopardy to the health, safety and lawful rights of other occupants of the property and the tenant has significantly interfered with an unreasonably disturbed the landlord and other occupants.

I find the tenant to generally be an unreliable witness. They gave rambling testimony which often contradicted itself, claiming that the landlord and their witnesses were lying and fabricating their complaints and postulating that there was a conspiratorial campaign to incarcerate them.

I find the testimony of the landlord and their building manager to be cogent, consistent and supported in the documentary evidence of correspondence from the tenant.

I am satisfied with the evidence that the tenant has issued written correspondence that would reasonably be interpreted as threats of bodily harm against the landlord, the building manager and others. The written messages clearly disparages the landlord, their family members and property manager and repeatedly threaten them with death, injury and further aggressive interactions. I accept the evidence of the landlord that these messages were unsolicited and I find the nature and volume of messages to be unreasonable and threatening.

I further accept that the tenant has conducted themselves in an aggressive, hostile manner that is designed to intimidate, cower and frighten other occupants and the landlord. I find there is sufficient evidence including the testimony of the landlord, the

building manager and witness, the documentary evidence by way of the correspondence from the tenant and the tenant's own testimony and conduct during the hearing. The tenant's attempt at cross examining the landlord and their witnesses was aggressive, belligerent and in a manner clearly intended to cause discomfort and intimidation. I find the tenant's continued reference to their criminal past, membership in criminal organizations and history of convictions to be clear attempts to make themselves seem dangerous and intimidate others.

I find the content of the correspondence from the tenant to be threats to cause serious jeopardy to the health, safety and lawful rights of others. I am satisfied with the evidence that the tenant has engaged in multiple altercations with the landlord and their agents which have escalated over the course of this tenancy. I find that the contents of the notes issued by the tenant are clearly designed to interfere with and unreasonably disturb the landlord, their agents, family members and other occupants of the building.

Based on the totality of the evidence I am satisfied that the conduct of the tenant has caused significant interference with and unreasonable disturbance of other occupants and the landlord and given the nature of the tenant's correspondence and remarks there is a serious jeopardy to the health, safety and lawful rights of others.

I accept the evidence of the landlord that the conduct of the tenant has caused fear and discomfort among the other occupants generally and especially for the building manager and witness who were victims of the tenant's wrath. I find that the conduct of the tenant has continued unabated and has, in fact, escalated over the course of this tenancy. I find that the conduct of the tenant makes it unreasonable and unfair to wait for a Notice to End Tenancy to take effect.

I therefore issue an Order of Possession to the landlord pursuant to section 56 of the Act.

As the landlord was successful in their application, they are also entitled to recover the filing fee from the tenant. In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's security deposit in full satisfaction of this monetary award.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The security deposit for this tenancy is reduced by \$100.00 from \$400.00 to \$300.00.

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: October 3, 2022

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Residential Tenancy Branch