



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on October 5, 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.

The hearing was scheduled for 9:30 A.M. on November 7, 2022 as a teleconference hearing. The Landlord, and the Landlord's witnesses attended the hearing at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 29 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord, the Landlord's witnesses, and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenants by Canada Post Registered Mail on October 20, 2022. The Landlord provided the Registered Mail receipt and tracking information in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence five days later on October 25, 2022. The Tenants did not submit 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*?

### Background and Evidence

The Landlord testified that the tenancy began on May 1, 2022. Currently, the Tenants pay rent in the amount of \$3,000.00 which is due to the Landlord on the first day of each month. The Landlord stated that the Tenants did not pay a security deposit and continue to occupy the rental unit.

The Landlord stated that she is seeking to end the tenancy early as the Tenants;

“significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the Landlord’s property at significant risk.”

The Landlord stated that they were contacted in relation to her Tenants becoming involved in a dispute with the neighbouring unit. The Landlord called the witnesses into the hearing, who confirmed that they were the occupants of the neighbouring unit and victims to the incident and confirmed the following details;

On September 13, 2022 they were moving a couch out of their neighbouring unit, when the male Tenant came out from the rental unit, swearing and threatening the them. The Witnesses stated that the Tenant was very threatening and spat in the face of the female witness. According to the witnesses, the Tenant returned to the rental unit before saying he was going to kill the witnesses’ dogs. The witnesses stated that the Tenant then was heard screaming and punching walls in the rental unit. The witnesses stated that they immediately contacted the Police who attended and spoke with the Tenant.

The Landlord and the witnesses stated that they are fearful of the Tenants as their actions are very threatening and fear of being further victimized. The Landlord stated that she suspects there is damage to the rental unit given the reports of punching walls. The Landlord provided witness statements, a video of a portion of the incident and online threatening messages in support.

### Analysis

Based on the unchallenged and affirmed 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 landlord's 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's unchallenged evidence and testimony indicated that the male Tenant has caused threats, intimidation, and assault by spitting on the neighbouring occupant, to the extent that Police were called.

I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant. Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 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 Tenant.

### Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: November 07, 2022

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Residential Tenancy Branch