



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLACK GOLD REALTY LTD.
and [tenant name suppressed to protect privacy]

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.

This matter was scheduled to be heard on December 5, 2022 but due to staff shortages, the matter was rescheduled for December 6, 2022. In regards to serving the tenant for the original date, the landlord testified and supplied documentary evidence that she served the tenant with the Notice of Hearing and Application for Dispute Resolution by posting it on his door on November 18, 2022 in the presence of a witness. I find that the landlord has acted in accordance with section 89 of the Act in serving the tenant. It is also worth noting, the file notes state that an employee from the Residential Tenancy Branch contacted each party and spoke to each of them to advise that the matter was rescheduled to today's date and time, accordingly, I proceeded in the absence of the tenant and completed the hearing on this date.

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 application?

Background and Evidence

This tenancy began on March 29, 2022 with the current monthly rent of \$800.00 due on the first of each month. The tenant paid a security deposit of \$400.00 which the landlord still holds. The landlord testified that the tenant has been aggressive and abusive from the outset of the tenancy. The landlord testified that the tenant is a contractor and wants the landlord to hire him to do repairs on the property, but the landlord doesn't want to hire him. The landlord testified that anytime there is a minor issue the tenant threatens to call police, "health services board" and post intimidating and inflammatory articles on social media.

The landlord has received complaints from the single female tenant that lives next to the subject tenant. The landlord testified that he shone a light into her unit for over a week. That tenant advised the landlord she feels threatened and fears for her safety. The landlord testified that the subject tenant called her about a plugged toilet, and she told him she would get a plumber. When the landlord attended the tenant had removed the toilet and flooring and tore up the bathroom without cause or permission. The landlord filed an application and made the following notations.

"The tenant was served a 10 day eviction notice for unpaid rent. The tenant has not paid rent and is not cooperating. I require an Order of Possession for November 16, 2022 to ensure the tenant vacates by 1:00 pm. The tenant has fire arms in the unit. He has caused a lot of issues for other residents in the building who are intimidated by him. The RCMP advise they can't get involved but will be available to keep the peace if the situation escalates. He is very threatening."

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. The landlord stated that she is fearful of this tenant.

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 put the landlord's property at significant risk; **and***
- *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 for the recovery of the filing fee.

Conclusion

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

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: December 06, 2022

Residential Tenancy Branch