



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 by way of conference call in response to an Application for Dispute Resolution filed by the Landlords October 12, 2022 (the “Application”). The Landlords applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

C.T. appeared at the hearing for the Landlords. The Tenant did not appear at the hearing. I explained the hearing process to C.T. I told C.T. they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). C.T. provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlords’ evidence.

C.T. testified that the hearing package and Landlords’ evidence were posted on the Tenant’s door November 05, 2022. The Landlords submitted a Proof of Service form confirming service.

Based on the undisputed testimony of C.T. and Proof of Service, I accept the Tenant was served with the hearing package and Landlords’ evidence November 05, 2022, in accordance with sections 88(g) and 89(2)(d) of the *Act*. Pursuant to section 90(c) of the *Act*, the Tenant is deemed to have received the hearing package and evidence November 08, 2022. I find the Landlords complied with rule 10.3 of the Rules in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. C.T. was given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Are the Landlords entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

C.T. testified as follows. The Landlords own the rental unit. C.T. acts as agent for the Landlords. There is a verbal tenancy agreement between the Tenant and Landlords which started May 2021. The Tenant pays rent directly to the Landlords. The Landlords do not live at the rental unit address. C.T. does live at the rental unit address.

The Landlords submitted written materials outlining issues with the Tenant and others living at the rental unit address. The materials outline a history of the Tenant having unsafe guests at the house. I asked C.T. to explain this issue during the hearing.

C.T. testified as follows. Recently, C.T. was involved in an incident with the Tenant and their guest. C.T. heard the Tenant crying and saying, "just leave, just leave". The Tenant came upstairs and hid in C.T.'s closet while C.T. had to go downstairs and ask the Tenant's guest to leave. C.T. had to ask the Tenant's guest to leave six times. The Tenant's guest "got in C.T.'s face" and threatened that they "will get C.T." After this incident, the Tenant again invited this guest into the house. None of the people living in the house feel safe with this guest coming into the house. This guest is the third person the Tenant has allowed onto the property who has gotten into physical confrontations with the Tenant or others living in the house.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlords, as applicants, have the onus to prove the circumstances meet the above two-part test. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

I accept the outline of issues the Tenant has caused in the house with others living in the house because the Tenant did not appear at the hearing to dispute this evidence. I also accept the undisputed testimony of C.T.

Based on the undisputed testimony of C.T., I accept that the Tenant or their guest have significantly interfered with or unreasonably disturbed other occupants of the house. I find it clear the Tenant's guest did so by refusing to leave when asked and being threatening towards C.T. I find the Tenant has done so by inviting this same guest back into the house after the incident with C.T.

Given the incident with C.T. involved threatening behaviour, I accept that it would be unreasonable or unfair to require the Landlords to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect. I also note that the Tenant did not appear at the hearing to dispute that this is the case.

I am satisfied the Landlords have met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlords an Order of Possession for the rental unit effective two days after service on the Tenant.

Conclusion

The Landlords are issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court 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 *Act*.

Dated: December 02, 2022

Residential Tenancy Branch