



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET, FFL**

Introduction

This is an application by the landlord to end the tenancy early by way of an expedited hearing and seeking;

- an order of possession for the subject residential property
- for reimbursement of the filing fee pursuant to section 72 of the Act

The landlord was represented the hearing by JC. The tenant did not attend. All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions under oath.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The landlord was affirmed.

The landlord testified that he served the dispute notice and supporting materials by posting them to the door of the rental unit on January 19, 2023. The landlord provided a proof of service form in evidence. The tenant is deemed served with the dispute notice and materials on January 23, 2023.

Issue(s) to be Decided

1. Is the landlord entitled to an order ending the tenancy early?
2. Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The tenancy commenced on December 21, 2022 on a fixed term basis ending June 1, 2023. Rent is \$1,200.00 per month due on the first of the month and the landlord retains a security deposit of \$600.00 in trust for the tenant.

At the hearing the landlord testified that he had a conversation with the tenant on January 10, 2023 about what he believed to be lies about his employment. The landlord stated that the tenant became agitated, and the landlord felt he needed to call the police to deescalate the situation. The police removed the tenant from the property and advised him to return to the rental property without a police escort.

The landlord stated that the tenant then smashed the car window of another occupant of the rental property on January 11, 2023. The landlord stated that this action was observed by witnesses. The tenant reattended at the rental property after he smashed the car window and was yelling and banging on doors of the rental property. The police were called again but the tenant left the property before the police arrived. On January 19, 2023 the landlord testified that the tenant returned to the property again and slashed the tires of a car on the rental property. The car belonged to a friend of the other occupant of the rental property.

Analysis

RTB Rules of Procedure 6.6 states, "The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 56 of the Act states in part:

- 56** (1) A landlord may make an application for dispute resolution requesting
- (a) an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under [section 47](#) [*landlord's notice: cause*], and
 - (b) an order granting the landlord possession of the rental unit.
- (2) 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, in the case of a landlord's application,
- (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; 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 undisputed evidence of the landlord is that the tenant intentionally caused significant property damage of a serious nature to another occupant of the rental property on two occasions. It is reasonable to believe that if the tenant is allowed to continue his tenancy, more activities of the same type could occur. The tenant has been told by police not to return to the property without a police escort, and the tenant ignored that direction. The tenant poses an ongoing risk to property as well as the safety of the other occupant of the rental property.

Given the immediate and ongoing risk to the other occupant of the rental property it would be unreasonable to require the landlord to wait for a notice to end tenancy to take effect under section 47.

I find that the landlord is entitled to an order of possession for the rental property on an expedited basis. As the landlord is successful in his application, he is entitled to recover the filing fee of \$100.00 for the application.

Conclusion

The landlord is granted an order of possession which will be effective two days after it is served on the tenant. The order of possession must be served on the tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The landlord is also entitled to retain \$100.00 of the tenant's security deposit in satisfaction of the filing fee.

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: January 31, 2023