



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On January 8, 2022, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was scheduled as teleconference hearing. The Landlords attended the hearing; however, the Tenant did not.

The Landlord provided affirmed testimony that they personally served the Notice of Dispute Resolution Proceeding to the Tenant on January 10, 2023, by posting the Notice to the Tenant’s door. The Landlord provided a video recording of the Documents being posted to the Tenants door. I find that the Tenant was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act and failed to attend in the hearing. The Tenant did not submit any documentary evidence. The hearing proceeded.

The Landlords provide documentary evidence including complaints received from other occupants and audio- video files related the Tenants behaviour. The Landlord served a copy of their documentary evidence to the Tenant on January 10, 2022. The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Background

The Landlord testified that they purchased the residential property in November 2021 and inherited the Tenant who has lived in the unit since January 2020. The Landlord

testified that rent in the amount of \$1,200.00 is due by the first day of each month. The Tenant has a roommate named G.R. who lives with her.

The Landlord testified that they issued the Tenant a One Month Notice to End Tenancy for Cause dated December 16, 2022. The Landlord testified that the One Month Notice was posted to the Tenant's door on December 16, 2022. The Landlord testified that the tenant did not dispute the One Month Notice or move out of the rental unit.

The Landlord testified that they applied for an early end of tenancy because there is so much poor behavior from the Tenant and her roommate that it is not reasonable to wait months for a hearing to enforce the One Month Notice that the Tenant did not dispute.

The Landlord stated that they have received numerous complaints about the Tenants related to the Tenant's roommate stabbing someone with a knife; threatening other occupants; engaging in illicit drug deals on the property; jamming open the main door locks, damaging security cameras; domestic disputes; unreasonable disturbances affecting other occupants; and extorting the Landlord.

The Landlord testified that the Tenants roommate stabbed a person on the property and was chasing them around. The Landlord provided a copy of a written complaint dated January 2, 2023 from an occupant that provides that G.R. chased a homeless guy with a knife and the guy was bleeding.

The Landlord provided a written statement dated January 2023 from a resident stating that he has received threats from G.R. and that G.R. allows homeless people into the building. The resident states that a homeless person entered his unit and got into a fight with them. The Occupant states he does not feel safe.

The Landlord testified that other occupants of the residential property can stand all the fighting, screaming, strange people outside, or laundry running at 3 AM.

The Landlord provided video files of the Tenant screaming loudly in the hallway of the building.

The Landlord provided a copy of a video file where a postal worker called the police due to behavior of the Tenant.

The Landlord provided copies of video files for December 17, 2022 which they indicate shows a friend of G.R. knock a security camera off the building. The Landlord provided a video file of G.R. standing next to the person who broke/ stole the video camera.

The Landlord testified that in September 2022 and October 2022 they issued multiple warning letters to the Tenant for behavior including but not limited to:

Yelling and screaming and arguing. Including at disturbing hours (12am-3am and 5am-7am)

~Slamming of doors, including bodies banging against other tenants doors

~The police have been called to the premises for wellness checks three times to our knowledge including this morning (Sept 9th, 2022).

~Today's call involved the police taking your roommate Gord away only to have him come back and climb back in to the building from the backyard.

~Gord yelling at another occupant for having called the police out of fear for her own safety and her concern for your well-being.

~There has been mention and suggestion of illegal drug use on the property. Including a statement by Gord himself that heroine was being used on the property.

The Landlord testified that the Tenant and her roommate often lose their keys and jam the building doors open resulting in homeless people entering the building.

The Landlord requests an early end of tenancy and for an order of possession.

Analysis

Residential Tenancy Branch Policy Guideline #51 Expedited Hearings provides the following information:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Based on the Landlords affirmed testimony and documentary evidence, I make the following findings:

I find that the Tenant is responsible for her own behavior and for the behavior of her roommate Mr. G.R.

The Tenant was served with notice of the hearing and did not appear at the hearing to oppose the Landlords' application or their evidence.

I find that the behavior of G.R. presents a significant risk to the Landlord and his property as well as the safety of other occupants. I find that chasing someone on the rental property with a knife is a very serious matter. I accept the Landlord's evidence that the Tenant's and that of Mr. G.R. has unreasonably disturbed other occupants and the Landlord and has put the Landlord's property at significant risk, and 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 to take effect.

The Landlord's application for an early end of tenancy and an order of possession is granted. I find that the Landlord is entitled to an order of possession, effective one day after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant and or her guests present a significant risk to the Landlord and other occupants and have unreasonably disturbed other occupants and 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 to take effect. The tenancy is ending immediately.

The Landlord is authorized to keep \$100.00 from the security deposit for the cost of the filing fee.

The Landlord is granted an order of possession effective one (1) day after service on the Tenant.

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 30, 2023

Residential Tenancy Branch