



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order ending the tenancy early due to urgent health or safety issues pursuant to section 56 of the Act and recovery of the cost of the filing fee.

Present for the hearing were the landlord's agents. The tenant did not attend the hearing. For this reason, service of the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

Agent JL presented testimony for the hearing. JL said that they served the tenant the landlord's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by attaching it to the tenant's door on January 11, 2023, the day the application package was provided to the landlord.

Based on the landlord's testimony and evidence, I find the tenant was sufficiently served under the Act and the hearing proceeded in the tenant's absence. I consider this matter to be unopposed by the tenant, as they failed to attend the hearing despite being sufficiently served notice of the hearing.

During the hearing the agents were given the opportunity to provide their evidence orally and refer to evidence filed in advance of the hearing.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the submissions and or arguments are reproduced in this

Decision. Further, only the evidence relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession under section 56 of the Act?

Is the landlord entitled to recovery of the cost of the filing fee?

Background and Evidence

The written tenancy agreement filed in evidence showed the tenancy began on February 1, 2022, monthly rent is \$950, and the tenant paid a security deposit of \$462.50.

The evidence taken at the hearing was that the residential property was an apartment building, with the tenant living on the first floor.

In this application to support their claim, the landlord wrote the following:

Tenant has exhibited behaviour that has proved dangerous or threatening to other tenants

[Reproduced as written]

The agent said that the tenant has become a threat to the tenant living next door, to the point the tenant does not feel safe in their own home. For instance, the tenant next door has their mother and boyfriend accompany them to the laundry as they do not feel safe with the tenant there. The tenant next door has taken out a peace bond with the RCMP due to the tenant's threats and behaviour. This occurred in early January 2023.

The landlord filed multiple emails from other tenants about the tenant's violent and threatening behaviour, and video and audio recordings, with contain threats to other

tenants, stating, among other things, he was going to "f*** you up". Examples included in this evidence are as follows:

Hi Janelle. I live in [] and my daughter lives in []. I have significant concerns about the tenant in []. When I moved in two summers ago he seemed to have wild mood swings. I make a point to try to be polite to everyone, but he is extremely aggressive, physically and verbally.

Before Christmas my daughter called the police, who did nothing, as he threatened to kill her. We have a recording of this. He was also pinned against my door by the police (this was the summer we moved in), and it's been terrifying. I have a recording of this as well. I said nothing because I don't want to cause any trouble, but we are both afraid of him. I don't think we should be afraid in the building we live in.

I also think he stalks the man above him, in []. He is often standing right outside his door (I actually thought that was his apartment initially), and I think whoever supports the man in [] should be made aware of this. It's incredibly unnerving. He also walks the halls constantly and has tried to engage with me often, which makes me incredibly uncomfortable.

We feel really bad for this man. He does not seem to have much support, and his behaviour has been really bizarre to the point I feel unsafe.

Another email from another tenant is excerpted as follows:

Young person in # [] just yelled at me in the hallway on my way in as they were knocking on another door, demanding that I talk to the people upstairs about "talking shit" about him. I replied I don't know them and before I could finish my sentence, he started calling me names repeatedly.

I refuse to be afraid of walking down the hall to my apartment.

His behaviour is ridiculous and must stop. I am not the only woman on my floor that has been subjected to # [] abusive language and behaviour.

I have really liked all previous neighbours and have never complained before. This building has always been very friendly and respectful.

Another email from another tenant is excerpted as follows:

Hi there,

Reaching out again about []. I will send you some voice memos and videos. Everytime I leave my apartment he leaves his. Yesterday he blocked the laundry door from me. I was wondering what that entails for me? I feel like he's getting considerably more dangerous since the eviction notice. Is there any way I could move out for a month and have my rent reduced so I can feel safe?

[All reproduced as written except for anonymizing personal information to protect privacy]

The agent said there had always been issues with this tenant, but their behaviour has escalated since October 2022, to the point that many residents have contacted them about the tenant's behaviour, making them feel unsafe. One tenant has given their notice to vacate due to the tenant's behaviour.

The agent confirmed that if they were awarded a filing fee, they would prefer to deduct this amount from the tenant's security deposit.

Analysis

Based on the documentary evidence and the testimony during the hearing and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the landlord, I find that the landlord has met that burden.

Based on the undisputed testimony and documentary and digital evidence of the landlord provided during the hearing and with their application, and on a balance of probabilities, I find that the tenant has both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find sufficient evidence that the actions of the tenant threatening physical harm to another tenant caused this tenant to not feel safe. This resulted in a report to the RCMP, resulting in a peace bond being taken out against the tenant. Further, another tenant has given their notice to vacate, as a result of the tenant's behaviour. A tenant should not be subjected to threats of violence in their own home.

Due to the above, I am also satisfied that it would be unreasonable and unfair to the landlord and the other occupants of the residential property to wait for a One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenant. I order the tenancy ended the date of this hearing, February 7, 2023, pursuant to sections 56 and 62(3) of the Act.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that they may be liable for **bailiff and all other costs**.

I authorize the landlord to deduct \$100 from the tenant's security deposit in satisfaction of recovery of their filing fee.

Conclusion

The landlord's application is successful. I order that the tenancy ended this date, February 7, 2023.

The landlord is granted an **order of possession** effective two (2) days after service on the tenant.

The tenant is cautioned that should they fail to vacate the rental unit as ordered, they may be responsible for the costs of enforcement, **which include bailiff fees**.

I also grant the landlord a monetary award in the amount of \$100, due to their successful application.

The landlord is granted authority to deduct \$100 from the tenant's security deposit to satisfy a monetary award for recovery 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 07, 2023