



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding PENELOPE APT LTD. C/O TRANSPACIFIC REALTY
ADVISORS and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On February 16, 2023, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

Y.K. and A.M. attended the hearing as agents for the Landlord; however, the Tenant did not attend at any point during the 58-minute teleconference hearing. Y.K. confirmed that the name for the Landlord in the Style of Cause on the first page of this Decision is the name that the Landlord’s company does business as.

At the outset of the hearing, I informed the parties that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Y.K. advised that the Tenant was served the Notice of Hearing and evidence package by registered mail on February 17, 2023 (the registered mail tracking number is noted on the first page of this Decision). A signed proof of service form was submitted to confirm service of this package. A.M. advised that this package was not claimed by the Tenant. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted all of the Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Y.K. advised that the tenancy started on November 1, 2015, that rent was currently established at \$822.00 per month, and that it was due on the first day of each month. A security deposit of \$400.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence for consideration.

The agents for the Landlord were informed that this type of Application was reserved for the most serious of circumstances, that the threshold for justifying this type of Application is extraordinarily high, and that they should limit their submissions to any issues that would be pertinent to this type of Application. A.M. then made submissions on a number of issues that had been going on for a significant period of time, which in my view, would question the Landlord's allegations of the seriousness of those issues. She then testified to a matter of a locker break-in that was only supported by double or triple hearsay statements from other residents of the building who had accused the Tenant, or the Tenant's guest, of this crime without any evidence.

She also spoke of an extreme hoarding issue, but the relevant photographic evidence to substantiate this was submitted to a different file. She then advised of the extreme damage that the Tenant has done to the rental unit, which consisted of holes and dents being put in the walls rendering them irreparable, missing cupboards and cabinets, fixtures that were permanently removed, the carpet that was destroyed, missing doors, and appliances that were used in a manner that would require them to be disposed of. She testified that she observed this damage when she personally attended the rental unit on February 14, 2023. However, the relevant photographic evidence to substantiate this damage was also submitted to a different file.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.

When reviewing the totality of the evidence before me, it is undisputed that the Tenant, or the Tenant's guest, had engaged in a number of seemingly inappropriate and potentially dangerous or hazardous behaviours that have either been going on for a substantial amount of time, or have been discovered just recently. While many of these incidents are poorly supported with documentary evidence, I accept A.M.'s solemnly affirmed testimony and the scarce supporting evidence, as being more likely than not, truthful. As such, I prefer the Landlord's evidence on the whole, and I do not find that there is a guarantee that future, similar incidents will not occur. Moreover, I am satisfied that it is possible that should this tenancy continue, it will further escalate to the point that could endanger the welfare of other residents of the property.

Ultimately, I find that the Tenant's, or the guest of the Tenant's, behaviours were inappropriate and unacceptable, and that they posed a danger that would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord and seriously jeopardizing the health or safety or a lawful right or interest of the Landlord.

The Landlord must also demonstrate that "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 for cause" to take effect. Even though this Application was largely middling in terms of exceeding the high threshold for justifying an early end

to the tenancy, I rely on the solemnly affirmed and undisputed testimony provided and accept that the Tenant's, or the Tenant's guest's, troublesome behaviours cause a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that the Landlord has minimally exceeded the threshold to justify that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons above, I find that the undisputed evidence is sufficient to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

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.

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: March 11, 2023

Residential Tenancy Branch