



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding SRSN VENTURES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On March 6, 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*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Records indicate that on March 7, 2023, this Application was set down to be heard on March 24, 2023, at 1:30 PM.

B.D. and M.M. attended the hearing as agents for the Landlord; however, the Tenant did not attend at any point during the 19-minute teleconference.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 1:30 PM and monitored the teleconference until 1:49 PM. Only representatives for the Applicant dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that I was the only other person who had called into this teleconference.

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.

B.D. advised that the Notice of Hearing and evidence package was served to the Tenant by being attached to the Tenant's door March 8, 2023. A signed proof of service document corroborating service was submitted for consideration. Based on this undisputed evidence, I am satisfied that the Tenant was deemed to have received this package three days after it was attached to his door. As such, this evidence will be accepted and considered when rendering this Decision.

The Tenant did not submit any documentary evidence for consideration on this file.

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?
- Is the Landlord entitled to recover the filing fee?

#### 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.

B.D. advised that the tenancy started on November 1, 2022, that rent was currently established at \$975.00 per month, and that it was due on the first day of each month. A security deposit of \$487.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

He then advised that on March 1, 2023, the Tenant was on his deck wielding a machete and yelling. He did not know what the Tenant was yelling about, but he testified that the police were called. However, he was unsure of what the police did, if anything.

As well, he submitted that on March 3, 2023, the Tenant was on his deck threatening people. He did not know what was said, but he testified that the police were called and that the Tenant was arrested. He stated that he was not sure what came of this, but the Tenant was released the next day.

M.M. advised that on March 1, 2023, he witnessed the Tenant on his deck wielding a machete and yelling at passersby. He stated that he was unsure of exactly what was said, but the Tenant was cursing nonsensically at people. He testified that the police were called and that he believes the Tenant was arrested; however, he was unsure of this as he had to leave.

He then advised that he received complaints from other residents of the building regarding the Tenant's conduct on March 3, 2023. While he did not personally witness this incident, he confirmed that he was informed that the Tenant was on his deck challenging and/or threatening to fight people. He could not provide quotes of what the complainants stated that the Tenant was uttering; however, he testified that the Tenant was urging people to "come over" and that the Tenant uttered sentiments such as "I'll take you on." He confirmed that the Tenant was arrested for his conduct, and while he does not know what other actions may have been taken by the police against the Tenant, he stated that the Tenant was released within a few days of this incident.

### 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, 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 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 undisputed evidence before me, I have M.M.'s direct, solemnly affirmed, testimony confirming that he either personally witnessed some of the Tenant's alleged behaviours, or that he personally received complaints from other residents about the Tenant's behaviours. As such, I accept this direct, solemnly affirmed testimony regarding these reported incidents.

Consequently, I am satisfied on a balance of probabilities that the Tenant engaged in a pattern of behaviour that was intentional, inappropriate, hostile, and malicious, and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord. I do not find that this behaviour is in any way reasonable, appropriate, or acceptable.

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.

When assessing and weighing the totality of the evidence before me, I find that the Tenant has engaged in such an abhorrent manner that should the tenancy continue, it is uncertain how much more dangerous the situation could become. As such, I find that

the troublesome behaviours and actions of the Tenant were likely intentional, malicious, and that they pose an unpredictable danger that would likely cause a genuine concern for the ongoing safety of the property and of any persons that may attend the property.

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

As the Landlord was successful in this claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain this amount from the security deposit in complete satisfaction of that claim.

### 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 24, 2023

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Residential Tenancy Branch