



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **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 YA attended the hearing represented by agents AG ad YL and translator SJ. The tenants 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 confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord advised that the dispute notice and evidence package was served on the tenants. The package was posted to the door of the rental unit on February 24, 2023. The landlord provided RTB Form 46 proof of service in evidence. I find the tenant is deemed to be served on March 1, 2023, in accordance with sections 88, 89 and 90 of the Act.

### **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 September 1, 2022 on a fixed term until August 31, 2023. Rent is \$2,000.00 per month due on the first of the month. The landlord holds a security deposit of \$1,000.00 in trust. The tenants still occupy the rental.

The landlord testified that the tenants are verbally abusive and send text messages and phone calls at inappropriate hours, for example in the middle of the night. They are very concerned about the verbal abuse. The landlords produced text messages in evidence which they allege are threats made by one of the tenants to kill the landlord.

The landlord also states that the tenants are illegally subletting the unit. The landlord provided Air BnB receipts in evidence and a letter from an individual who rented the suite through Air BnB. The landlord stated that the tenants are not complying with the terms of the Air BnB.

The landlord also alleged that one of the tenants is engaged in domestic violence. The tenants live in the downstairs suite of a single family dwelling, and the occupants of the upstairs suite are complaining.

The landlord alleged that the tenants have been turning down the hot water tank for the rental property and therefore the landlord has had to take steps to ensure that the hot water tank was working correctly by hiring a plumber. The landlord believes that the tenants made false complaints about the plumbing.

The landlord alleged that the tenants have been smoking in the rental unit and have been repeatedly late paying rent.

### 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. In order to end a tenancy on an expedited basis the landlord must establish one of the reasons listed in section 56 of the Act, and also must establish that it would be unreasonable for the landlord to wait for a notice under section 47 to take effect.

In this case I find that the landlord has been subject to many threats of physical harm by the tenants. The landlord has produced many text messages in evidence that I find are from one or more tenants. For example:

What's your address what's the land Lords  
contact Jesus fuck Im going to kill u



I find the tenants have unreasonably disturbed the landlord with threats of violence and racist language. And I also find given the nature of the threats that it would be unreasonable for the landlord to wait for a notice under section 47 of the Act to take effect. The landlord has produced evidence of threats made by the tenants to the landlord. It would be unreasonable for the landlord to have to endure these threats, and possible action on the threats by the tenants, by issuing a notice under section 47 and waiting for it to take effect.

The landlord's application is granted, and an order of possession will issue. As the landlord is successful in their application, they are also entitled to recover the filing fee.

### Conclusion

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

The landlord is entitled to recover the filing fee and is permitted to withhold \$100.00 from the tenants' security deposit in satisfaction.

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 15, 2023