



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties participated in the teleconference. Both parties were given a full opportunity to provide affirmed testimony and to make arguments and submissions. The tenant acknowledged receiving the landlord's documentary evidence, the tenant did not submit any documentation for this hearing.

### Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?  
Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The landlord gave the following testimony. This tenancy began on September 1, 2022 with the current monthly rent of \$2500.00 due on the first of each month. The tenant paid a security deposit of \$1250.00 and a pet deposit of \$1250.00 which the landlord still holds. The landlord testified that the tenant's behaviour has become increasingly aggressive in the past month and that he has caused extreme damage to the suite. The landlord filed this application for the following reasons:

*"The tenant has become threatening with ruining my career, personal life, and "ending my frequency" which is ending in death. He is sending harassing messages to my friend stating that he will ruin me and that it is "not a threat, but a promise". I have started a police file, number 23-24058. Please see attached letter with more information."*

The landlord testified that the tenant has sent text messages threatening her. The landlord stated that this is an urgent application about a tenant who poses an immediate and severe risk to the rental property and herself and wants an order of possession.

The tenant gave the following testimony. The tenant testified that he feels that this unit is overpriced, and that the landlord owes him compensation. The tenant testified that he thinks the landlord took advantage of their friendship and overcharged him. The tenant testified that the unit is not in good condition and that many of the issues alleged by the landlord are due to poor maintenance and not from him.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. 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.*

The tenant spoke for 25 uninterrupted minutes during the hearing to respond to the landlords' allegations. Instead of addressing the matter at hand, the tenant continually referred to the rent being too high and that he should be entitled to compensation. Furthermore, the tenant referenced irrelevant and unrelated issues. The landlord provided the text messages that support her allegations of threats and aggressive behaviour. The landlord has provided testimony and documentation to satisfy me that the tenant has:

- *"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."*

Based on the above, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated. The landlord is entitled to retain \$100.00 from the security deposit for the recovery of the filing fee for this application.

### 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.

The tenancy is terminated.

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: May 23, 2023

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Residential Tenancy Branch