



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding CAPITAL REGION HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The hearing dealt with the Landlord's Application for Dispute Resolution (Application) under the *Residential Tenancy Act* (the Act), for an early termination of the tenancy and an Order of Possession under section 56 of the Act. The Landlord also seeks recovery of the filing fee for their Application under section 72 of the Act.

An Agent for the Landlord called into this teleconference at the date and time set for the hearing of this matter. They affirmed to tell the truth during the hearing and was given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

The Landlord's Agent confirmed they served the Tenant with the Notice of Dispute Resolution and their evidence (the Materials) by registered mail on May 16, 2023. The receipt and Canada Post tracking number were provided by the Landlords as evidence. The tracking number is provided on the first page of this Decision. Given this, I find that the Landlord's Materials were served on the Tenant in accordance with section 89 of the Act.

Although I waited until 1:52 PM to enable the Tenant to connect with this teleconference hearing scheduled for 1:30 PM, the Tenant did not attend. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only parties who had called into this teleconference.

Rule 7.1 of the *Rules of Procedure* states that a hearing will commence at the scheduled time, unless otherwise set by the Arbitrator. Rule 7.3 of the *Rules of Procedure* states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party. Therefore, the hearing continued in the absence of the Tenant.

### Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early?
2. Is the Landlord entitled to an Order of Possession?
3. Is the Landlord entitled to recover the filing fee for the Application from the Tenant?

### Background and Evidence

The attending party was given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

The Tenant's Agent confirmed the following regarding the tenancy:

- The tenancy began on April 1, 2012.
- Rent is \$539.00 per month due on the first day of the month.
- A security deposit of \$585.00 was paid by the Tenant which the Landlord still holds.
- There is a written tenancy agreement which was entered into evidence.
- The Tenant still occupies the rental unit.

The Landlord's Agent testified as follows. There is a pattern of events that took place recently which are concerning to the Landlord and prompted the request for an early end to tenancy. There have been many complaints from other tenants within the same rental complex regarding the Tenant.

I was referred to an email dated April 13, 2023 which had been entered into evidence by the Landlord. The email is from a neighbouring tenant and they state the Tenant had damaged a closet door in their rental unit by banging on the walls. They had also seen

the Tenant outside “arguing with themselves” and they were concerned for the Tenant’s well being.

The same tenant provided the Landlord with a video of the Tenant shouting outside their rental unit on April 18, 2023. The video was entered into evidence and an unseen person can be heard screaming profanities and insults very loudly at night.

I was referred to a written statement from another tenant of the same complex. The statement is dated April 25, 2023 and describes an incident which took place the same day where the Tenant screamed at three members of staff from a landscaping company and a mail delivery worker.

The tenant making the statement had gone out of their unit to see if the Tenant needed help and the Tenant had threatened them with their fists pointed at them. The Tenant then made a reference to having a “gunshot” in their home which prompted the tenant who made the statement to file a police report. The tenant had then seen another occupant of the complex, who was a child, saying they were scared of the Tenant after being yelled at for no reason. Later in the statement, the tenant states their own children had returned home from school the same day and had been yelled at by the Tenant who told them to get on the other side of the street.

The Landlord’s Agent said the threats of violence against tenants and workers was concerning to them, as well as the threats to children. They stated the road the children were told to cross over by the Tenant was a very busy one with no crossing and had they attempted to cross, it would have been dangerous.

I asked if there was any report or findings from the local police department. The Landlord’s Agent stated they had been advised there was currently no follow up from the police.

I was referred to a written statement from the third tenant within the complex that stated the Tenant had verbally assaulted a child when the child was taking out recycling which left them upset.

## Analysis

The Landlord requests an early end of the tenancy under section 56 of the Act. A landlord may end a tenancy early under this section where a tenant or a person permitted on the residential property by the tenant:

- 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 interest 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, 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, or has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
- caused extraordinary damage to the residential property

The grounds as set out above are echoed in section 47 of the Act which confirms how a landlord may end a tenancy for cause. The key difference between the two sections is that under section 56 a landlord is not required to issue a notice to end tenancy on the basis that it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for the effective date of a one month notice to end tenancy for cause to take effect.

Early end of tenancy is an expedited and uncommon method of ending a tenancy and as confirmed by policy guideline 51, the onus is on the landlord to provide sufficient evidence to prove that on the balance of probabilities, the tenant committed the serious breach.

The director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property to wait for a notice to end the tenancy for cause to take effect. Without sufficient evidence the application will be dismissed. Examples of breaches referred to in the policy guideline 51 include violent acts committed by a tenant.

Based on the undisputed evidence and testimony of the Landlord, I find that the Tenant has displayed erratic and unpredictable behaviour recently. I accept that there have

been multiple reports from tenants of the rental complex which indicate the Tenant has screamed at and threatened people including member of the public as well other occupants of the same rental complex as the Tenant, including children.

Based on the video evidence submitted by the Landlord, I find that the Tenant has caused a significant amount of disturbance to the residents of the complex late at night by yelling profanities and insults.

Given the above, I find that the Landlord has proven on a balance of probabilities, that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property which is a ground to ending a tenancy early as set out in section 56(2)(a)(i) of the Act.

Additionally, I find that it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a One Month Notice to End Tenancy for Cause to take effect. In reaching this conclusion, I given significant weight to the increasingly erratic behaviour of the Tenant and the references they made to possible possession of firearms.

I therefore grant the Landlord's Application and order that the tenancy ends June 5, 2023 and that the Landlord is entitled to an Order of Possession.

As the Landlord has been successful in their Application, I order the Tenant to pay the Landlord the amount of \$100.00 in respect of the filing fee in accordance with section 72 of the Act. Under section 38(4)(b) of the Act, the Landlord is ordered to retain \$100.00 from the security deposit in full satisfaction of the payment order.

### Conclusion

The Application is granted. The tenancy is ended on June 5, 2023.

The Landlord has established they are entitled to an Order of Possession in accordance with section 56 of the Act. A copy of the Order of Possession is attached to this Decision. The Tenant has two days to vacate the rental unit from the date of service or deemed service. If the Tenant does not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court.

The Landlord may retain \$100.00 from the security deposit as reimbursement for the filing fee for the Application.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 05, 2023

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Residential Tenancy Branch