



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET

Introduction

This expedited hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (the “Act”) for an early end to the tenancy and an Order of Possession, pursuant to section 56.

GC, (the “Landlord”) and SR, the Landlord’s assistant appeared at the hearing. The Landlord testified that they served the tenant with the notice of expedited hearing and evidence package on May 12, 2023, by sending a copy to the tenants by registered mail. In support of this, the Landlord provided a Proof of Service which indicates the same. Also included in the Landlord’s evidence is a copy of two Registered Mail receipts dated May 12, 2023, including Canada Post tracking numbers.

Based on the testimony and evidence of the Landlord and in accordance with sections 88, 89(2) and 90 of the Act, I find that the required documents were served on the tenants on May 12, 2023, and are deemed to have been received by the tenants on May 17, 2023, the fifth day after they were sent by registered mail.

The Landlord conceded that the audio recording which has been submitted into evidence was not provided to the tenants. As the tenants were not served with the audio recording. I have not considered the audio recording for the purpose of rendering a decision in this matter.

The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord was cautioned that recording the hearing is prohibited pursuant to Rule of Procedure 6.11.

The tenants did not appear at the hearing. The hearing proceeded in the tenants’ absence pursuant to Rule of Procedure 7.3.

Issue(s) to be Decided

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

Background and Evidence

While I have considered the documentary evidence and the testimony of the Landlord, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the Landlord's claims and my findings are set out below.

The Landlord testified that the parties entered into a verbal tenancy agreement starting in March 2022. The tenants agreed to monthly rent in the amount of \$2,000.00 less \$600.00 because of the work being done by the tenants at the property. The Landlord testified that based on the agreement, the tenants were to pay \$1,400.00 a month. However, the tenants never paid any rent. The Landlord testified that the tenants did a significant amount of work at the property and so the lack of rent was not bothersome to the Landlord until approximately August 2022 when the tenants stopped doing work at the property. The Landlord did not collect a security deposit from the tenants.

The Landlord testified that in November 2022, they began asking the tenants for rent. The Landlord testified that the tenants have mentioned that they would leave the property several times, but they are still residing at the rental property.

The Landlord testified that the tenant RW, has threatened them, their mother, and their friends. The Landlord testified that RW told them that they could kill them, and the other tenant and they would be protected under the Mental Health Act.

The Landlord drew my attention to their evidence where they have transcribed a portion of a recorded conversation. The transcription reads in part as follows:

“Hey, you touch the cat again, I’m gonna smash your face in. Dude, I will. And if you think you’re gonna call the cops, I’ll get fifty fucking bikers to pay your mummy a visit, and then you’re gonna see...

Oh I’m not joking [REDACTED] got some veery important people buddy. Should ask me who my grandfather was, haha. You’d treat me a bit, a little bit more respect.

The Landlord contacted the RCMP and made a complaint regarding RW uttering threats. The Landlord provided the RCMP file number.

The Landlord further testified that on April 1st, they asked an agent to attend the property on their behalf to do an inspection. The agent felt threatened when RW stated to them: "I will do everything in my power to get you off this property". When RW retreated to the house after making this statement the agent believed they did so to obtain a weapon.

The Landlord testified that they attended the property on May 6th with a few friends to retrieve some items from the shed. The Landlord testified that the tenants were aggressive and slandered them while they were there. Further RW threatened them by stating "You brought your friends? You guy stay right there and let me call some of mine".

The Landlord testified that they are fearful because of the several threats RW has made toward them, their mother, and their friends. The Landlord testified that they do not feel safe around RW or the property at all. The Landlord testified that RW knows how to operate in the Court system and threatened that if the Landlord went to the police, they would face violence. The Landlord testified that the altercations have never come to physical violence because the Landlord has always backed away from conflicts with RW.

The Landlord applied for an early end to tenancy as it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect. The Landlord is seeking an Order of Possession.

Analysis

Section 56 of the Act states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and grant the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the tenant a notice to end the tenancy.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a landlord's application, 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 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;
- caused extraordinary damage to the residential property, and
- it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Residential Policy Guideline 51 sets out that applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. Specifically, Policy Guideline 51 at page 5 states the following:

The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application

I accept the Landlord's uncontested affirmed testimony that the tenant RW has on several occasions threatened them with violence and threatened the safety of their friends and their mother. I find the threats made by RW have significantly interfered with and unreasonably disturbed the Landlord and put the Landlord's health and safety in jeopardy. I find the serious and specific nature of the threats of violence suggest that the Landlord may be at risk of imminent danger.

Based on the foregoing, I find that the landlord has provided sufficient evidence to support a finding that it would be unreasonable, or unfair to the landlord or other

occupants of the residential property, to wait for a notice to end the tenancy under section 47.

As a result, I am ordering that the tenancy will end.

I find that the Landlord is entitled to an order of possession, effective two days after service on the tenant pursuant to section 56 of the Act.

Conclusion

The Landlord is granted an order of possession effective after two days service 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.

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: June 14, 2023

Residential Tenancy Branch