



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **ET, FFL**

### **Introduction**

This expedited hearing dealt with an application by the landlord under the Residential Tenancy Act (the Act) for the following:

- An order for early termination of a tenancy pursuant to section 56

The landlord had opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 21 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord confirmed he was not recording the hearing.

### ***Service upon Tenant***

As the tenant did not attend the hearing, the issue of service was addressed.

The landlord handed the tenant the Notice of Hearing and Application for Dispute Resolution dated May 25, 2023, on May 26, 2023.

Further to the landlord's evidence, I find the tenant was served with the documents on May 26, 2023.

RTB Rule 7.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) states that when a party does not attend, I may conduct the hearing in their absence.

The tenant did not oppose this matter and the hearing continued in their absence.

### *Preliminary and Procedural Matters*

The agent confirmed that the tenant continues to occupy the rental unit.

The agent confirmed their email address stated that they understood that the Decision would be emailed to them. The Decision will be sent by regular mail to the tenant as the landlord did not provide an email address for the tenant.

### Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession under section 56 of the Act?

Is the landlord entitled to an award for reimbursement of the filing fee?

### Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing although served.

### *Tenancy*

The tenancy began three years ago. Rent is \$1,500.00 and the tenant paid a security deposit of \$770.00 which the landlord holds. The unit is an apartment in the lower part of a house. The landlord and family live in the unit overhead.

### *Disturbance*

The landlord testified as follows. Beginning in March 2023, the tenant started acting in a dangerous and disruptive manner. The neighbours have complained, and the landlord has called the police on several occasions. The landlord submitted the police file numbers.

The tenant allows several unknown persons to go into his unit. The tenant left opened bleach and a knife outside. On three occasions, the tenant and others pounded on the landlord's door terrifying the family. They live in constant fear of what the tenant will do next and whether their child will be harmed. The tenant has broken into a locked storage shed. The landlord fears further damage.

The landlord submitted a comprehensive evidence package including a written chronology of events. The agent and witness RM confirmed the truth of the landlord's testimony.

The landlord requested an early end of the tenancy.

### Analysis

While I have turned my mind to the documentary evidence and the testimony of the parties, not all details of the submissions and arguments are reproduced here. The relevant and important aspects of the claims and my findings are set out below.

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 this case, the onus is on the landlord.

Section 56(1) of the Act permits a landlord to make an application for dispute resolution to request an order (a) ending a tenancy on a date that is earlier than the tenancy would end of notice to end the tenancy were given under section 47, and (b) granting the landlord an order of possession in respect of the rental unit.

Expedited hearings are for serious matters; they are scheduled on short timelines and on short notice to the respondent. The procedure is for

circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant.

To grant an Order of Possession under section 56(1) in this case, I must be satisfied the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. This is the ground claimed by the landlord. It must be unreasonable for the landlord to issue a One Month Notice and wait for a hearing.

After considering the Act, hearing the testimony and reviewing the evidence, I find the landlord has established that the tenant has significantly interfered with or unreasonably disturbed people living in the building, that is, the landlord and occupants.

I find the cumulative effect of the tenant's actions to amount to significant interference and unreasonable disturbance.

I find the landlord provided credible testimony and sufficient supporting evidence from the evidence. I find the landlord has established that the events happened in the manner to which they testified. I find the landlord's account of what took place to be reliable and believable.

I find the landlord has shown that there is a reasonable risk of danger or harm to himself and his family by the tenant's behaviour. There is a risk of ongoing disturbance of a serious nature.

I also find the landlord has met the burden of proof with respect to the second part of the test that is, that it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end the tenancy under section 47 in view of the threats, police involvement, the pattern of disruptive behavior, and the nature of the violent threats.

Taking into consideration all the oral testimony and documentary evidence presented, I find on a balance of probabilities that the landlord has met the onus of proving their claim for an order under section 56 of the Act.

Accordingly, I allow the landlord's application for an early end to this tenancy and an Order of Possession will be issued.

The landlord is granted an award for reimbursement of the filing fee of \$100.00 which they may deduct from the security deposit.

### Conclusion

I grant an Order of Possession pursuant to section 56 (Early End of Tenancy) to the landlord effective on two days' notice. This Order must be served 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: June 01, 2023

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Residential Tenancy Branch