



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On November 15, 2018, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing; however, the Tenant did not attend the hearing. All in attendance provided a solemn affirmation.

The Landlord advised that the Tenant was served the Notice of Hearing package and evidence by registered mail on November 21, 2018 (the registered mail tracking number is listed on the first page of this decision). Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing package and Landlord’s evidence five days after it was mailed.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord stated that the tenancy started on October 1, 2018 and rent was currently \$900.00 per month, due on the first of each month. A security deposit of \$450.00 was also paid.

The Landlord advised that he received a text from one of his tenants on November 7, 2018 advising him that the Tenant and a guest had been smashing things, partying, punching walls, and generally making an unreasonable amount of noise in her rental unit. The Landlord advised him to put this complaint in writing and he submitted this email complaint from the tenant dated November 13, 2018 as documentary evidence. The Landlord stated that he then spoke to the Tenant about this issue and she acknowledged the issue and was both understanding and apologetic.

The Landlord then stated that he received a call from this other tenant on November 14, 2018 before 8:00 PM advising him that the police were on their way to the rental unit to attend to a disturbance call. The other tenant advised the Landlord that the Tenant was intoxicated, that she kicked his door, that she forcibly pushed her way into the tenant's unit, that she pushed the tenant, and that she went into his children's room and was verbally abusive and aggressive to them. After the Tenant left this unit, she was seen kicking at a window of the property, breaking the window, and then entering her rental unit through the broken window.

Due to this disturbance, a neighbour came over and observed the Tenant smashing items in her rental unit, stabbing at them with scissors, and screaming aggressively. Once the police showed up, the Tenant engaged in an altercation with them and was eventually arrested.

On December 10, 2018, the Landlord received a text from the other tenant who stated that his door was kicked repeatedly by a guest of the Tenant and that he had to pay to replace this door.

Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.

Based on the undisputed evidence and affirmed testimony before me, I am satisfied that the Tenant's intentional, aggressive, and malicious actions would fall into the categories of significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, and engaging 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.

The Landlord must also demonstrate that "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 for cause" to take effect. Based on the undisputed evidence of the Tenant's ongoing, troublesome behavior and that of her guests, I accept

that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in his claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain a portion of the security deposit in satisfaction of the amount awarded, if he so chooses.

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.

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: December 13, 2018

Residential Tenancy Branch