



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AVALON HOTEL  
and [tenant name suppressed to protect privacy]

## **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 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.

The tenant did not attend this hearing, although I left the teleconference hearing connection open for the duration of the hearing in order to enable the tenant to call into this teleconference hearing. The landlord's manager ("**SL**") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

SL testified that the tenant was served the notice of dispute resolution form and supporting evidence package personally on December 11, 2019. She submitted a proof of service form confirming this. I find that the tenant was served in accordance with sections 88, 89, and 90 of the Act.

### **Issue(s) to be Decided**

Is the landlord entitled to:

- 1) an order an early end to tenancy and possession; and
- 2) recover their filing fee?

### **Background and Evidence**

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

The parties entered into a written tenancy agreement starting March 23, 2017. Monthly rent is \$440 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$220.

SL testified that the tenant has a history of disturbing, threatening, and assaulting other occupants of the residential property.

SL testified that the tenant assaulted other occupants on July 12, 13, and November 20, 2019. She testified that the tenant has left threatening notes on multiple occupants' doors demanding payment of money. Two of these occupants have abruptly vacated the residential property, leaving behind all of their furniture.

SL testified that the tenant brings guests to his room who are not authorized to be in the residential property.

On November 6, 2019, the landlord served the tenant with a one month notice to end tenancy (the "**Notice**"), effective December 31, 2019, alleging that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord and that he has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

SL testified that, on December 6, 2019, the landlord installed surveillance cameras the common areas of the residential property as a security precaution. She testified that on the evening of December 8, 2019, the tenant tore down the cameras. She submitted video footage taken by these cameras which show the tenant tearing down the camera.

SL testified that she discovered this the following morning and called the police. She testified that an officer attended the residential property on December 10, 2019 and arrested the tenant. The landlord did not provide any corroborating documents supporting this testimony.

SL testified that the landlord's staff are scared for their safety knowing his history of assault and lack of security cameras which might otherwise act to deter the tenant from taking violent action.

### **Analysis**

Early Termination of Tenancy applications are governed by section 56(2) of the Act, which reads:

#### **Application for order ending tenancy early**

**56(2)** The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

(B) 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

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v) caused extraordinary damage to the residential property, and

(b) 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 [*landlord's notice: cause*] to take effect.

Rule of Procedure 6.6 sets out the standard by which I am apply when assessing whether to grant the relief sought in an application. It states:

## **6.6 The standard of proof and onus of proof**

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 most circumstances this is the person making the application.

As such, the landlord must satisfy me, on a balance of probabilities, that she has fulfilled the requires set out in section 56(2) of the Act.

After considering the evidence presented and the testimony of the SL, I find that the landlord has discharged its evidentiary burden and demonstrated that an order for an early end to the tenancy is required.

I accept the uncontroverted evidence of the SL as to the past conduct of the tenant.

I find that by tearing down the security cameras the tenant has:

- 1) seriously jeopardized the safety of the landlord and other occupants of the residential property;
- 2) put the landlord's property at significant risk; and
- 3) engaged in illegal activity that has caused damage to the landlord's property

Security cameras are an important part of a building security system. They act as a detriment to potential offenders and provide a level of security and peace of mind to those working in the residential property. I find that by removing them, the tenant caused the residential property to become significantly less safe.

I find that it would be unfair to the landlord and other occupants of the residential property to have to wait to end the tenancy by wait of the Notice. I find that, since the service of the Notice, the tenant has engaged in conduct that has made the residential property less safe, and that he has acted in an aggressive and threatening manner to other occupants of the residential property in the past. I find that there is a not-unreasonable possibility that the tenant will continue acted in an aggressive or threatening manner towards other occupants of the residential property, especially as he has removed the security cameras.

As such, I find it appropriate to grant the landlord an order of possession, effective two days after it is served on the tenant.

As the landlord is successful in its application, it may recover its filing fee from the tenant. The landlord may deduct \$100 from the tenant's security deposit in satisfaction of this amount. The landlord is cautioned to comply with the Act when dealing with the balance of the security deposit (\$120) at the end of the tenancy.

### **Conclusion**

Pursuant to section 56 of the Act, I order that the tenant and any other occupant of the rental unit deliver full and peaceable vacant possession and occupation of the rental unit to the landlord, with this order by the landlord.

Pursuant to section 72 of the Act, the landlord may withhold \$100 from the security deposit in satisfaction of its entitlement to recover its filing fees from the tenant.

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 20, 2019

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Residential Tenancy Branch