



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause].

The landlord attended; however, the tenant did not attend.

The landlord was provided the opportunity to present her affirmed testimony, to refer to her documentary evidence, and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated June 8, 2020 (Notice of Hearing), the application and documentary evidence were considered.

The landlord provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the tenant by email on June 8, 2020.

Documents sent by email are deemed served three days after they are sent pursuant to the State of Emergency email service guideline in effect at the time. I find the tenant was deemed served on June 11, 2020 and as she did not attend the hearing, I consider this matter to be unopposed by the tenant and the hearing continued without the tenant present in accordance with the Rules of Procedure.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and or arguments are reproduced here; further, only the evidence

specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

The undisputed evidence shows this tenancy began on November 1, 2019 and monthly rent is \$1,400. The rental unit is in a multi-unit condo building.

In support of their application, the landlord submitted that the tenant or a person permitted on the residential property by the tenant have done at least one of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In support of her application, the landlord submitted that there has been a long history of serious incidents involving this tenant and her guests.

The landlord explained that she received a letter from the strata counsel outlining serious conduct breaches around the property and within the rental unit. The letter was dated May 20, 2020 and was filed into evidence.

The landlord said she contacted the tenant to address these concerns, and at that time, she learned that the tenant had her nephew living with her, who was an unauthorized occupant. The landlord said the tenant's nephew was the source of a lot of the complaints. The landlord said she directed the tenant to have her nephew move out and he apparently did move out.

The landlord submitted that this did not stop the issues with the tenant. She received another letter on June 2, 2020, from the strata counsel.

The landlord submitted she learned that the police had attended the rental unit, there were drug overdoses, and an ambulance was called to the residential property, all as a result of the activities within the rental unit.

The landlord submitted that there was yet another party in June, during which the other occupants of the residential property were intimidated and threatened and common area property was destroyed.

The landlord said that at least one of the tenant's guests has been found sleeping in the hallway.

The landlord said that the tenant and/or her guests broke glass in the elevator and spit on the elevator walls and buttons. The mailbox to the rental unit was also destroyed.

In another instance, the landlord was informed that there were breaking sounds heard in the rental unit, and that broken glass and other junk was thrown out of the rental unit's window, onto the lawn. The landlord filed photographic evidence.

The landlord's relevant evidence included a run down of the history with this tenant, the written tenancy agreement, written notices about the tenant, and photographs.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and other evidence of the landlord, I find that the landlord has met that burden.

I accept the landlord's undisputed evidence that the tenant or a person permitted on the residential property by the tenant have both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find a reasonable person would be unreasonably disturbed about a person spitting in the elevator and on the buttons that other residents, which is high-touch area, in light of

the known fact the Covid-19 virus is spread by a person's droplets. I find the tenant's actions seriously jeopardized the health or safety of other residents, in light of the ongoing pandemic.

I find the landlord provided sufficient proof of the serious nature of the tenant's behaviour due to the police and an ambulance being called to the premises.

Due to the above, I therefore find that the landlord has proven that the tenant or a person permitted on the residential property by the tenant both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I am also satisfied that it would be unreasonable and unfair to the landlord and other residents to wait for the One Month Notice to End Tenancy to take effect, due to the possibility of the tenant infecting others with the Covid-19 virus and the threat to the health and safety of the other residents.

I therefore grant the landlord's application to end this tenancy early.

Conclusion

The landlord's application is successful. I order that the tenancy ended this date, July 7, 2020.

The landlord is granted an order of possession effective two (2) days after service on 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: July 7, 2020

Residential Tenancy Branch