



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NAI Goddard & Smith Realty Services  
Inc. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act, and to recover the cost of their filing fee.

An agent for the Landlord, B.G. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended for the Tenant. The teleconference phone line remained open for 37 minutes and was monitored throughout this time. The only person to call into the hearing besides me was the Agent, who indicated that she was ready to proceed. I also confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

The Agent said in the hearing that she served the Tenant with the Application and documentary evidence by registered mail sent on August 19, 2020. The Agent submitted Canada Post tracking numbers as evidence of this service. As a result of this evidence and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Application and documentary evidence on August 24, 2020.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Agent provided her email address in the Application and confirmed it in the hearing. The Agent also provided the Tenant's email address in the hearing, and she confirmed her understanding that the Decision would be emailed both Parties, with any Orders sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to an order of possession based on the early termination of the tenancy in accordance with section 56 of the Act?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

### Background and Evidence

The Agent submitted a tenancy agreement signed by the Parties. The Agent confirmed the following details of the tenancy. The fixed term tenancy began on May 1, 2020, running to July 31, 2020, with a monthly rent of \$1,000.00, due on the first day of each month. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$500.00, and no pet damage deposit. The Agent also said that the Parties signed a Mutual Agreement to End the Tenancy, with an effective vacancy date of July 31, 2020, in case things did not work out between the Parties.

The Agent said she applied for an early termination of the tenancy, because of incidents at the residential property involving the Tenant. The Agent said that on July 2, 2020, she attended the building to facilitate plumbing and pest control services for the Tenant's unit. She said as soon as she arrived on the site, she:

...walked into a tenant who had been assaulted. Chaos broke out as I was pulling in – two men in a white car had just peeled away after assaulting another tenant. I didn't know why. As soon as I walked into the office, the plumber showed up, and pest control pulled up, two people had heard it.

In the Application, the Agent further explained:

A 3rd fl. resident was assaulted by two men who jumped out of a car screaming for [the Tenant]. Minutes later the [local] RCMP arrived to interview the assaulted resident and ask me for directions to [the Tenant's] unit. All communications with [the Tenant] and myself have broken down since; trades are no longer

comfortable attending the unit. Plumbers and Pest control were in his unit while police were in [the Tenant's] unit.

The Agent said that the second incident was on August 6, 2020. She said:

I had just pulled into the back and there were minimally six police officers. It was pouring rain. There was a woman half naked. She had just left. It might have been [the Tenant] who called the police. She was screaming, swearing, talking about stabbing windows. The police took her away. I have a police file number.

I asked the Agent why the Tenant should be evicted because of these incidents, and why it would be unreasonable or unfair to the Landlord or other occupants of the residential property to wait for a One Month Notice to End the Tenancy for Cause to take effect. The Agent said:

Because the people he's inviting to the building – we've had an assault, and a lady waving her knife. I have seniors in the building, and people have been assaulted. It is a safety issue for all the other residents. His unit is in an area that other people have to access – across from the parking lot. I have to attend the building, give notices, showings, . . . I'm concerned for my own safety. Each one of the people who have attended his unit don't want to go back. The plumber reported the police incident and said there are a lot of drugs around.

The Agent submitted a copy of the plumber's invoice, on which they had written:

Invoice Notes:

Arrived on site. Talked to PM. Went to suite [rental unit]. There was hot water but they were putting handle in wrong place. Hot water was cloudy but cold was fine. Police were at this unit while I was there. There was a domestic dispute didn't feel very comfortable being there at this time. A lot of drugs and other stuff around. Tested all is well.

Added by: [D.W.] on Thu Jul 2, 2020

The Agent continued:

Pest control went twice and had no problems, but on the third visit, they came between 8:30 and nine. When they believe they extricated the pests, they go back, but he wouldn't let them in. They said they require the tenant to be vacant from the suite for any additional services.

The Agent submitted a note from someone who posts notices for her. This person said:

While posting notices as per management for pest control access the tenant came out unit #[rental unit] was very confrontational and argumentative.

He was advised to contact the office directly.

I often do in suite service and post notices for the office. I am no longer comfortable servicing this unit in any way.

The Agent continued in the hearing:

[The Tenant] phoned the owner at home that night and insulted him.

On July 29 and 30, I emailed him and told him that he has a mutual agreement to end the tenancy. I said we can both agree that this hasn't been working out. He emailed me to say 'you are an F'n loser.

There's quite a few. I just told him that during the course of the remainder of his tenancy, if he had any in-suite service requests, those are the only emails I will respond to, because it escalates things when I email him.

We had a fire service inspection come up. I felt it would be better in this instance not to engage him any more than I have to. I think whatever is going on here is beyond me. I know what my job requirements are. This is beyond my control.

The Agent said that she had a call from a woman claiming to be the Tenant's foster mother ("Foster"), to whom the Tenant took the hearing papers, with which he was served. The Agent said she was reluctant to talk to this woman for privacy reasons, but she testified to what this woman told her.

The Agent said the Foster told her that the Tenant is better behaved in this rental unit than the last, although he is off his medication and he has schizophrenia. The Agent said the Foster told her:

I got him out of the last building. My concern was damage to the rental unit. He didn't damage the last one, we just came and got him. If I come and get him, can we leave his couches? We don't have room.

The Agent said: "I'd get rid of them. If she came to on Sunday, I would give her the security deposit back. But she didn't come. I haven't heard anything from her.

The Agent submitted a copy of an email she received from the Tenant in response to service of the Application documents on the Tenant. The Tenant said to the Agent:

From: [S.M.]  
Sent: August 23, 2020 12:45 PM  
To: [the Agent]  
Subject: Hey you fucking slimmy scum lord

Look hear bitch I'm taking this to court that is a bs letter and I'm putting a fucking block on you guys getting any fucking money for the first you fucking rent me a house that's infested with human shit in the roof rat shit and rats vad water see you in fucking court

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

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 Landlord.

Section 56 of the Act establishes grounds on which a landlord may apply for dispute resolution to request an early termination of a tenancy and order of possession. In order to grant such an order, I need to be satisfied that the Tenant has done any of the following:

1. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. put the landlord's property at significant risk;
4. has 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;

5. has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
6. 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 tenancy under section 47 to take effect.

In this case, I find that the Landlord has established on a balance of probabilities that the Tenant did items 1, 2, and 4 of the above-noted list. I find that the people who attend the residential property, either as invited visitors or in search of the Tenant, have resulted in other occupants being assaulted and/or afraid. I find the latter results from the activities going on and/or from the repeated attendance of the police to the suite.

Further, the Tenant has put the Landlord's property at risk, because trades people do not want to attend the rental unit, because of the Tenant. In addition, the Tenant has sent emails to the Agent and phone calls to the Landlord filled with foul language and threats.

Given the circumstances of this situation, I find that it would be unreasonable and unfair for the Landlord or other occupants to wait for a One Month Notice to End Tenancy to take effect. I, therefore, find that the Landlord has met the burden of proof in this matter.

Accordingly, and pursuant to section 56 of the Act, I Order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant. I grant the Landlord an Order of Possession, which must be served on the Tenant and is effective two days after the date of service. Further, I grant the Landlord recovery of the \$100.00 Application filing fee. I authorize the Landlord to deduct this from the Tenant's security deposit.

### Conclusion

The Landlord has established on a balance of probabilities that the Tenant's behaviour warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I Order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant.

I grant the Landlord an Order of Possession, which must be served on the Tenant and which is effective two days from the date of service on the Tenant.

Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 02, 2020

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Residential Tenancy Branch