



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This is the Landlord's Application for Dispute Resolution, seeking orders to end the tenancy early and be granted an order of possession.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were served by placing under the door of the room the tenant rents, and the tenant was at the premise at the time. The agent stated that this was witnessed, and a video recording was made.

I find the landlord's application for dispute resolution was served in accordance with section 89 of the Act, when it was placed in a conspicuous place at the address at which the tenant resides.

The landlord's agent appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues to be Decided

Is the landlord entitled to end tenancy early and obtain an order of possession?

Background and Evidence

The tenancy began on May 1, 2020. Rent in the amount of \$800.00 was payable on the first of each month. A security deposit of \$400.00 was paid by the tenant. The tenant rents a room and shares the premise with other occupants.

The landlord's agent testified that since the tenant has moved into the premise, which is a shared accommodation with two other occupants that there have been several incidents of the tenant fighting, yelling, and disturbing the other occupants.

The landlord's agent stated that the on September 29, 2020 the police attended the premise and the tenant was arrested due to this behaviour. The agent stated they do not believe the tenant was charged. Filed in evidence is a police file number.

The landlord's agent stated that on September 29, 2020, the tenant was yelling, banging and throw something at one of the occupant's door. Yelling to get your "bitch ass out of their room". The agent stated that the tenant was threatening the other occupants and they were fearful of the tenant's behavior.

The witness stated that the tenant has anger problems and is always wanting to start a fight. The witness stated that the occupant was yelling at him and his girlfriend and was stating stuff like "suck or lick my d..." and acting in a threatening manner.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act*, and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, I am satisfied that the tenant has significantly interfered and disturbed another occupant when the tenant was banging, throwing items against the other occupant's door on September 29, 2020. Based on this conclusion, I find that the landlord has established sufficient cause to end this tenancy.

I have also considered whether it would be unreasonable or unfair to the landlord or the other occupants to wait for a one month notice to end tenancy to take effect. In this matter, the tenant shares the accommodation with two other occupants. The tenant behaviour of banging and throwing items at the other occupants' door is unreasonable; this is threatening behavior. The tenant is also yelling, using language that is not appropriate. This behaviour is making the other occupants feel unsafe. I find it would be unreasonable to wait for a one month notice to end tenancy to take effect. I grant the landlord's application to end this tenancy early.

Therefore, I grant the landlord an order of possession effective **two (2) days** after it is served upon the tenant. This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

As the landlord was successful with their application. I find the landlord is entitled to recover the cost of the filing fee. I authorize the landlord to keep \$100.00 from the tenant's security deposit in full satisfaction of this award.

Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted. The landlord is granted an order of possession.

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: October 13, 2020

Residential Tenancy Branch