



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on April 08, 2022 (the "Application"). The Landlord applied for an order ending the tenancy early based on section 56 of the *Residential Tenancy Act* (the "Act"). The Landlord also sought reimbursement for the filing fee.

N.D. appeared as agent for the Landlord at the hearing. The Landlord appeared at the hearing late. S.C. appeared as a Witness at the hearing. Nobody appeared at the hearing for the Tenants. I explained the hearing process to N.D. I told N.D. and S.C. they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). N.D. and S.C. provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenants did not submit evidence. I addressed service of the hearing package and Landlord's evidence.

N.D. testified that the hearing package and Landlord's evidence were served on the Tenants in person and posted to the door of the rental unit April 20, 2022. The Landlord submitted documentary evidence of service.

Based on the undisputed testimony of N.D. and documentary evidence of service, I find the Tenants were served with the hearing package and Landlord's evidence in accordance with sections 88(a), 88(g), 89(2)(a) and 89(2)(d) of the *Act*. Based on the undisputed testimony of N.D. and documentary evidence of service, I find the Tenants received the hearing package and Landlord's evidence April 20, 2022. I find the Landlord complied with rule 10.3 of the Rules in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenants. The Landlord and N.D. were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered the documentary evidence and all oral testimony of the Landlord, N.D. and S.C. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?
2. Is the Landlord entitled to reimbursement for the filing fee?

### Background and Evidence

A written tenancy agreement was submitted in evidence. The tenancy started July 27, 2021.

The Application states that the following is the basis for it:

Tenants have threatened the upstairs tenants with physical harm, continue to yell at them with horrible language, turn off the power to the house, have loud parties till 4:00am with alcohol and drugs, have constant domestic fights waking up all the neighbours, The police have been called 5 time in 6 weeks. They are throwing items around the house and breaking doors. Reports have been made to child services as there is a 3 year old and 7 month old in the house. They will not allow us in the house

I asked the Landlord, N.D. and S.C. to focus on the allegation that the Tenants have threatened the upstairs tenants.

S.C. lives above the Tenants. S.C. testified about an incident where the Tenants were upset at S.C. because S.C. has had to call the police in relation to the Tenants and has been involved in their disputes. S.C. testified that one of the male Tenants yelled through the common door between the rental unit and S.C.'s unit and said, "I'm going to come over there and cut your throat out". S.C. testified that the male Tenant was upset and used expletives. S.C. testified that they called the police because the male Tenant had threatened their life.

S.C. testified that there have been times when the Tenants have come to S.C.'s front door and slammed on the door. S.C. testified that they worry about walking by the Tenants on the property and how the Tenants will react if they run into S.C. on the property.

S.C. testified that they have two children living with them who are nervous and anxious to walk on the property due to the Tenants and not knowing what the Tenants might do to them. S.C. testified that the Tenants are often intoxicated, and their behaviour is unpredictable. S.C. testified about being fearful of the Tenants and it being hard to live in the same house as the Tenants.

N.D. testified that they are concerned for the safety of S.C. and S.C.'s children due to the Tenants. N.D. testified that the male Tenants have been extremely aggressive with N.D.

The Landlord testified that the Tenants have been an ongoing issue since the start of the tenancy and that the Landlord has received many recordings and complaints from S.C. about the Tenants' behaviour.

The Landlord submitted evidence to support the above testimony.

### Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early where two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one 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. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or

5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause under section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test.

Based on the undisputed testimony of S.C., N.D. and the Landlord, as well as the supporting evidence, I accept the following. The Tenants have threatened S.C. with violence and police were called due to this. The Tenants have slammed on S.C.'s door causing S.C. to be concerned for their safety and that of their children. The Tenants' behaviour has caused S.C. and their children to feel unsafe, nervous and anxious on the property. The Tenants have been extremely aggressive with N.D. and caused N.D. to be concerned for the safety of S.C. and S.C.'s children. The Tenants have caused issues since the start of the tenancy. In the circumstances, I find the Tenants have significantly interfered with and unreasonably disturbed S.C., S.C.'s children and N.D.

I find it would be unfair and unreasonable to require the Landlord to wait for a One Month Notice issued pursuant to section 47 of the *Act* to take effect because I find the nature of the Tenants' behaviour serious and find there are safety concerns involved given the Tenants' behaviour.

I am satisfied the Landlord has met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit which will be effective two days after service on the Tenants.

Given the Landlord was successful, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

### Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenants. This Order must be served on the Tenants and, if the Tenants do not comply

with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is issued a Monetary Order in the amount of \$100.00. This Order must be served on the Tenants and, if the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 03, 2022

---

Residential Tenancy Branch