



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding WEST FRASER HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**     ET FFL

### **Introduction**

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for an order to end the tenancy early and receive an order of possession for health or safety purposes pursuant to section 56 of the Act and to recover the cost of the filing fee.

An agent for the landlord, JB (agent) and a witness for the landlord, MS (witness) attended the hearing and gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The hearing process was explained and an opportunity to ask questions was provided to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated February 28, 2023 (Notice of Hearing), the application and documentary evidence (Hearing Package) were considered. The agent provided affirmed testimony that the Hearing Package was served on the tenant by registered mail on February 28, 2023. The agent provided registered mail tracking number RN 721 974 219 CA and confirmed that the name and address on the registered mail package matched the name of the tenant and rental unit address of the tenant and that the tenant continues to occupy the rental unit.

Documents sent by registered mail are deemed served 5 days after mailing pursuant to section 90 of the Act. According to the Canada Post online registered mail tracking website, the Hearing Package remains available for pickup and was not accepted by the tenant. I find the tenant was deemed served after 5 days after mailing on March 5, 2023, in accordance with the Act.

Residential Tenancy Branch (RTB) Rule 7.3 of the Rules of Procedure (Rules) applies and states the following:

**Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Based on the above, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present.

Preliminary and Procedural Matters

The agent confirmed their email addresses at the outset of the hearing and stated that they understood that the decision and any orders would be emailed to them. The agent also confirmed that they did not have a current email address for the tenant. As a result, the decision will be sent by regular mail to the tenant at the rental unit address.

Issues to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession for health or safety reasons under section 56 of the Act?
- If yes, is the landlord entitled to the recovery of the cost of the filing fee?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on November 8, 2022. Monthly rent is \$2,150 per month. A security deposit of \$1,075 was paid the tenant and the tenant failed to pay the pet damage deposit, according to the agent.

The agent called MS as a witness, who works with the agent and for the corporate landlord. Witness MS testified that on December 22, 2022, the spouse of tenant NR from unit 314 reported directly to MS the following:

“He wanted to hit my husband, so I just pulled my husband back inside.”

The agent claims that other tenants in the building are so fearful of the tenant that they refuse to provide anything in writing to the landlord.

The agent testified that the tenant has not paid any rent for March 2023 and seek an order of possession. The agent also stated that the tenant was served with a 1 Month Notice to End Tenancy for Cause on December 31, 2022 with an effective vacancy date of January 31, 2023 but the tenant refused to vacate.

### Analysis

Based on the undisputed documentary evidence and the undisputed testimony provided during the hearing, and on a balance of probabilities, I find and I am satisfied that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Section 56 of the Act applies and states:

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

**56(1)** A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

(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.**

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[emphasis added]

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act. I find the actions of the male tenant to be unreasonable and that there is no room in any tenancy for the tenant to either threaten or attempt to hit another occupant of the building causing others to fear for their safety in any tenancy.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after on the tenant. I find the tenancy ended the date of this hearing, March 17, 2023 pursuant to section 62(3) of the Act.

As the landlord's application is successful, I grant the landlord **\$100** for the recovery of the cost the filing fee under section 72 of the Act. I authorize the landlord to retain \$100 from the tenant's \$1,075 security deposit pursuant to sections 38 and 67 of the Act in full satisfaction of the recovery of the cost the filing fee. I find the tenant's security deposit is now \$975 effective immediately pursuant to section 62(3) of the Act.

### Conclusion

The landlord's application is successful.

The tenancy ended this date, March 17, 2023.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

This decision will be emailed to the landlord and sent by regular mail to the tenant. The order of possession will be emailed to the landlord for service on the tenant. This order may be enforced through the Supreme Court of British Columbia. I caution the tenant that they can be held liable for all costs related to enforcement of the order of possession, including but not limited to court costs and bailiff fees.

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*. Pursuant to section 77 of the *Act*, a decision or an order is final and binding, except as otherwise provided in the *Act*.

Dated: March 17, 2023

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Residential Tenancy Branch