



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This expedited hearing dealt with an application by the landlord under the Residential Tenancy Act (the Act) for the following:

- An order for early termination of a tenancy pursuant to section 56

The landlord had opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 21 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord confirmed he was not recording the hearing.

### *Service upon Tenant*

As the tenant did not attend the hearing, the issue of service was addressed.

The landlord testified they served the tenant in the presence of the RCMP. The landlord handed the tenant the Notice of Hearing and Application for Dispute Resolution on May 1, 2023.

Further to the landlord's evidence, I find the tenant was served with the documents on May 1, 2023.

RTB Rule 7.3 of the Residential Tenancy Branch (RTB) 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 that the tenant continues to occupy the rental unit.

The agent confirmed their email address stated that they understood that the Decision would be emailed to them. The Decision will be sent by regular mail to the tenant as the landlord did not provide an email address for the tenant.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession under section 56 of the Act?

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing although served.

The landlord testified the tenant rents an apartment in an apartment building for \$600.00. The tenant paid no pet or security deposit. The tenancy started on May 1, 2019, and continues.

The landlord called the RCMP many times to stop the tenant from damaging the unit as reported by neighbouring occupants. The RCMP have attended on several occasions. The landlord has seen the interior of the unit when the police have attended.

In his written submissions confirmed during the hearing, the landlord stated:

Tenant has caused a total of approximately \$40,000 of damage to unit 16, including ripping off all interior doors from the hinge, damaging and ripping off kitchen cabinets, ripping off laminate flooring from ground, and ripping off stove hood fan. .

Smashed suite window and put an uncountable amount of holes in all walls, many of which are the size of 4-5 feet. Also smashed common area cameras like the hallway and camera.

Tenant also threatened arson and bodily harm to other tenants and landlord.

The landlord testified the tenant is extremely dangerous and has threatened to hurt others and to burn the building.

On April 11, 2023, the tenant was seen with a knife in the corridor. The police were called.

On April 27, 2023, he sent a text to the landlord saying he would "burn a fire". The landlord submitted a copy of the text. The police were called again.

The landlord fears injury to occupants and further damage to the unit/building. He calls the police every day. The tenant's behaviour is getting more violent and

unpredictable. Everyone is afraid of the tenant who screams at people. Some occupants have vacated.

The landlord requested an early end of the tenancy.

### Analysis

While I have turned my mind to the documentary evidence and the testimony of the parties, not all details of the submissions and arguments are reproduced here. The relevant and important aspects of the claims and my findings are set out below.

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 onus is on the landlord.

Section 56(1) of the Act permits a landlord to 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 of notice to end the tenancy were given under section 47, and (b) granting the landlord an order of possession in respect of the rental unit.

Expedited hearings are for serious matters; they are scheduled on short timelines and on short notice to the respondent. The procedure is for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant.

To grant an Order of Possession under section 56(1) in this case, I must be satisfied the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. This is the ground claimed by the landlord. It must be unreasonable for the landlord to issue a One Month Notice and wait for a hearing.

After considering the Act, hearing the testimony and reviewing the evidence, I find the landlord has established that the tenant has significantly interfered with

or unreasonably disturbed people living in the building, that is, the landlord and occupants.

I find the cumulative effect of the tenant's actions to amount to significant interference and unreasonable disturbance.

I find the landlord provided credible testimony and sufficient supporting evidence from the witnesses. I find the landlord has established that the events happened in the manner to which they testified. I find the landlord's account of what took place to be reliable and believable.

I find the landlord has shown that there is a reasonable risk of danger or harm to the other occupants by the tenant's behaviour and a risk of ongoing disturbance of a serious nature.

I also find the landlord has met the burden of proof with respect to the second part of the test that is, that it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end the tenancy under section 47 in view of the threats, police involvement, the pattern of disruptive behavior over many months, and the nature of the violent threats.

Taking into consideration all the oral testimony and documentary evidence presented, I find on a balance of probabilities that the landlord has met the onus of proving their claim for an order under section 56 of the Act.

Accordingly, I allow the landlord's application for an early end to this tenancy and an Order of Possession will be issued.

### Conclusion

I grant an Order of Possession pursuant to section 56 (Early End of Tenancy) to the landlord effective on two days' notice. This Order must be served on the tenant.

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

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: May 16, 2023

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Residential Tenancy Branch