



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 956 Main Street Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that he received a copy of the landlord's dispute resolution hearing package posted on the tenant's door by the Landlord's Building Manager (the male landlord) on May 29, 2014. In accordance with section 89 of the *Act*, the tenant is deemed served with the landlord's dispute resolution hearing package on June 1, 2014, the third day after its posting.

Although the landlord also issued a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice), for unpaid rent owing as of June 1, 2014, the parties agreed that this Notice is not at issue in the context of the landlord's application for dispute resolution.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenant was living in this single room occupancy rental unit when the landlords purchased this rental property in September 2013. The tenant's advocate said that this tenancy commenced on or about March 1, 2013. Monthly rent is currently set at \$400.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$200.00 security deposit, paid when this tenancy began.

In the Details of the Dispute section of the landlord's application for dispute resolution, the landlord described the request for an early end to this tenancy in the following terms:

(The tenant's) conduct has become increasingly aggressive. He has sworn at and threatened various people at the building. On May 16th, he got into a fight with and injured a former employee. The police were called...

In support of the landlord's application, the landlord entered into written evidence copies of March 24, 2014 and April 11, 2014 warning letters, in which the male landlord warned that the tenant's verbal abuse and harassment would not be tolerated. On May 16, 2014, an incident occurred which resulted in a physical altercation between one of the landlord's cleaning staff and the tenant. The landlord provided a DVD showing the security camera video footage of this altercation, which led to both the landlord's cleaning staff member and the tenant being handcuffed by police. The landlord's cleaning staff member is no longer employed by the landlord. The landlord also entered into written evidence a written statement from another tenant who witnessed some of the altercation. The landlord also entered into written evidence a copy of a report from the former cleaning staff member regarding an incident on March 28, 2014, a May 25, 2014 letter from one of the landlord's staff, and documents from another tenant who decided to end his tenancy because of his safety concerns following the tenant's altercation with the landlord's cleaning staff member.

At the hearing, the landlord's representative expressed concern about the escalating pattern of abuse and violence exhibited by the tenant.

The tenant gave sworn testimony that he responded to the verbal abuse directed at him when the landlord's cleaning staff member knocked on his door and challenged him to fight. He claimed that the cleaning staff member initiated the physical struggle with him and that while they were wrestling on the floor the cleaning staff member bit him. He also admitted biting the cleaning staff member. The tenant admitted to hitting the cleaning staff member a number of times, but that he did so in order to subdue him. The tenant maintained that the landlord's application for an early end to this tenancy is an extension of the landlord's "renoviction" efforts. He said that the landlord has been successful in evicting most of the tenants in this rental property and has resorted to unacceptable tactics to convince the remaining tenants to leave.

The tenant's advocate noted that the landlord's video evidence did not have sound. In the absence of sound and any statement from the dismissed cleaning staff member, the tenant's advocate maintained that the tenant's account of what transpired should be accepted.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *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 the tenancy under section 47 [landlord's notice: cause]... to take effect.

Section 56 (3) of the *Act* provides that: If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

Based on the evidence of the landlord I find that since the tenant's actions have caused the landlord to issue a series of letters regarding abusive behaviour and harassment. I find that despite warnings the tenant has not curtailed his behaviour. While these incidents may call for the issuance of a 1 Month Notice to End Tenancy for Cause (a 1 Month Notice), I find that the May 16, 2014 incident involving violence has raised the conduct to a new level that is frightening to the landlord's representatives and other tenants in this building. The landlord provided undisputed written evidence that at least one of the tenants in this building has been so frightened of this new escalation in the tenant's behaviour that he has vacated the rental unit. Although the lack of sound in the landlord's video evidence does not establish what was said to prompt the tenant to rush out of his room and enter into an altercation with the landlord's cleaning staff, the tenant

took the initiative to leave his room and turn what may have been a verbal argument through a locked door into a physical confrontation. The length of the physical altercation and the tenant's repeated blows administered to the landlord's cleaning staff have caused reasonable safety concerns for the landlord's staff and those living in this rental building. Given the repeated warning letters issued to the tenant in the months preceding this incident, the tenant was clearly on alert regarding the landlord's concerns about his behaviours. The tenant's actions captured on the landlord's security video appear to have escalated the previous pattern of verbal abuse to physical violence.

While the outcome of the police investigation into this matter remains uncertain at this time, I find that the tenant's actions on May 16, 2014 raised sufficient concern for the landlord and tenants in this building so as to render it unreasonable for the landlord to wait for the process established to obtain an end to this tenancy by way of the issuance of a 1 Month Notice to the tenant. I therefore find that it would be unreasonable and unfair to the landlord and his other tenants to wait for a notice to end tenancy for cause to take effect. For these reasons, I allow the landlord's application to end this tenancy early and issue an Order of Possession to take effect by 1:00 p.m. on June 30, 2014. I allow the tenant until the end of June to vacate the rental premises as the landlord appears to have accepted rent for the month of June 2014, although that issue is not before me and is somewhat unclear.

As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant.

Conclusion

I allow the landlord's application for an early end to this tenancy. The landlord is provided with a formal copy of an Order of Possession effective by 1:00 p.m. on June 30, 2014. 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.

I allow the landlord to recover the \$50.00 filing fee for the landlord's application by deducting this amount from the tenant's security deposit. I order that the revised value of the tenant's security deposit is reduced from \$200.00 to \$150.00.

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: June 13, 2014

Residential Tenancy Branch

