



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

ET, FF

Introduction

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy without notice pursuant to section 56 of the Act?

Background and Evidence

Submitted into evidence by the landlord was a written statement explaining the reasons for the landlord's request to end the tenancy early without notice, a copy of a witness statement, copies of communications, photographs and a copy of the tenancy agreement. The tenant had not submitted any evidence, but confirmed that the landlord's evidence was received.

According to the landlord there have been incidents between the tenant and the landlord's staff as well as other residents. The landlord testified that one incident near the end of September involved the tenant threatening and physically pushing another resident that resulted in police attendance. The parties both confirmed that the tenant was arrested.

The tenant testified that he was released by police with a “*no contact order*” forbidding him from communicating in any way with the alleged victim and a promise to appear. The tenant testified that, as far as he knows, the Crown may not pursue any charges. The tenant testified that he did not assault the landlord’s staff.

The tenant testified that two months ago the landlord asked him to leave, through a third party, so that the room could be used for another purpose and he refused. According to the tenant, since that date, the landlord has been trying to evict him without just cause.

The landlord's first witness confirmed that he was accosted by the tenant, threatened and shoved, after which he left and contemplated what to do. The witness testified that, at first he was reluctant to contact police, but decided to make a report after others encouraged him to do so. The witness testified that, when he returned to the building the tenant confronted him again.

The tenant disputed the witness’ version of the events and stated that he did not do what they are accusing him of doing. The tenant pointed out that details of the witness’ testimony are inconsistent with the written witness statement.

A second witness testified that, on September 7, 2014, the tenant spoke to him as he was sitting on the front steps smoking and made unprovoked comments of a threatening nature. The witness testified that the tenant used offensive language in addressing him. The witness testified that he reported the confrontation to the landlord.

The landlord testified that they received the complaint about the tenant bothering this resident and subsequently reviewed the video security to confirm that the aggressor was the tenant.

The tenant testified that he has no knowledge of the alleged incident. The tenant testified that never met the person now accusing him of this conduct and doesn’t know who this individual is. The tenant pointed out that the landlord did not submit the purported video that supposedly proves that it was him bothering the witness.

The landlord stated that they rent out 93 rooms in the complex and rarely have reason to fear any one tenant. The landlord testified that it is rare for them to request that a tenancy be terminated without Notice.

The landlord pointed out that they first tried to encourage the tenant to leave of his own accord, but this was not well received, despite the landlord's offer to refund the tenant his rent and return the security deposit. The landlord testified that they finally were forced to resort to dispute resolution because the tenant’s offensive conduct appeared to be escalating. According to the landlord, the tenant has damaged the building and his displays of hostility make the staff and residents feel unsafe.

Analysis

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order 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 granting the landlord an order of possession in respect of the rental unit.

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order ending a tenancy on a date that is earlier than the tenancy would otherwise end if a One Month Notice to End Tenancy for Cause was given under section 47.

Before issuing an Order ending the tenancy without Notice, under this section, an Arbitrator must be satisfied that the applicant has sufficiently proven:

a) the tenant or a person permitted on the residential property by 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 interest of the landlord or another occupant;
- put the landlord's property at significant risk;

Has engaged in illegal activity that:

- has caused or is likely to cause damage to the landlord's property,
- 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
- 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 also that:

(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.

Based the evidence submitted, I find that this situation does satisfy the criteria specified in section 56(2)(a) of the Act excerpted above.

Because of the nature of the conduct in question and the fact that there is a no-contact order between this tenant and another resident, I find that the circumstances clearly meet the second threshold under 56(2)(b) and I find 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. I find that the Landlord and other residents feel that they may be at risk and the situation needs to be addressed in an urgent manner without further delay.

Conclusion

Accordingly, I hereby order that this tenancy is ended and grant the Landlord an Order of Possession. This order must be served on the Respondent and may be filed in the Supreme Court 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 *Residential Tenancy Act*.

Dated: October 14, 2014

Residential Tenancy Branch

