



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BALFOUR BEACH INN (1995) LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") to end the tenancy early and obtain an Order of Possession.

The Landlord named on the Application, who was also representing the company named on the Application, appeared for the hearing and provided affirmed testimony as well as written evidence in advance of the hearing. However, there was no appearance for the Tenant during the 19 minute duration of the hearing or any submission of evidence prior to the hearing.

The Landlord testified that he served a copy of the Application, the Notice of Hearing documents, and the written evidence to the Tenant personally on April 7, 2015 with a witness. In the absence of the Tenant to dispute this, I accept the Landlord's oral evidence that the Tenant was served with the required documents for this hearing pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the "Act"). The hearing continued to hear the undisputed evidence of the Landlord as follows.

Issue(s) to be Decided

Is the Landlord entitled to end the tenancy early and obtain an Order of Possession?

Background and Evidence

The Landlord testified that this tenancy started on April 1, 2015, although the Tenant was allowed to move into the rental suite several days earlier. A written tenancy agreement was completed and the Tenant paid the Landlord a \$300.00 security deposit. Rent under the agreement is payable by the Tenant in the amount of \$600.00 on the first day of each month.

The Landlord testified that as soon as the Tenant moved into the rental unit, the Tenant got into a physical and verbal altercation with another resident on the property. As a result, the police were called and both the Tenant and the resident were arrested and taken to jail; the Landlord provided the police file reference number for this incident into written evidence.

The Landlord testified that on March 27, 2015, the Tenant appeared at the lounge reception area of the property with a piece of large wood demanding that the manager call the police. The Tenant was aggressive towards the staff and appeared to be drunk. The Tenant was asked to return back to his rental unit which he did. The Landlord was informed of the incident and went to investigate the Tenant's concern at his rental unit.

The Landlord testified that when he appeared at the Tenant's room, the Tenant verbally insulting him and came at him with the piece of wood that he had appeared with at the lounge reception area. The Landlord testified that he left the Tenant's rental unit and the Tenant followed him out and threatened his life. The altercation was so aggressive that other residents came out to see what was going on.

The Landlord testified that he called the police and when they arrived they confiscated several knives from the Tenant's rental unit; however, the police were unable to arrest the Tenant because he was in his room and was sober. The Landlord provided the police file reference number for this incident.

The Landlord testified that several of the other residents adjacent to the Tenant's rental unit also have had altercations with the Tenant and they all fear for their safety including the Landlord. The Landlord provided two witness statements into written evidence. The Landlord explained that the first witness statement is from an adjacent resident to the Tenant. The witness explains that he observed the Tenant threaten another resident after the Tenant was asked to turn down loud music in the rental unit. When the witness came out to see what the commotion was about, the Tenant also threatened the witness who writes that he does not feel safe living by the Tenant.

The second witness statement provided by the Landlord explains that the Tenant is a "very violent man". The witness continues to write that "It is not a matter of if, it is a matter of when he hurts one of us".

The manager of the property also provided a written statement which explains that since the Tenant has moved to the rental unit, other residents have approached her concerning their safety. As a result, the manager writes that she does not feel safe in her employment at the location.

The Landlord testified that he was informed that the Tenant had left the rental unit,. However, based on his own experience with the Tenant and the other residents' concerns, he did not want to enter the Tenant's rental unit without a legal order in case the Tenant was still occupying the rental unit. Therefore, the Landlord still seeks an Order of Possession.

Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the Landlord when the circumstances of the tenancy are such that it is unreasonable or unfair to a Landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause.

The Tenant failed to appear for the hearing. Therefore, I make my findings based on the undisputed evidence of the Landlord and the written evidence and on the balance of probabilities. Section 56 (2) of the Act provides the circumstances in which a Landlord may apply to end the tenancy early.

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

[Reproduced as written]

In this case, I am satisfied by the oral and written evidence presented in this hearing that the Tenant engaged in violent and threatening actions that have significantly interfered with the Landlord's and other residents' peace and quiet enjoyment. I find that the evidence provided by the Landlord is sufficient to satisfy me that the Tenant has also seriously jeopardised the safety of the Landlord and other residents as they do not feel safe with the Tenant residing in the rental unit because of the Tenant's violent and threatening nature.

Therefore, I find that based on the undisputed evidence provided by the Landlord that this tenancy must end. As a result, the Landlord is issued with an Order of Possession which is effective **two days after service on the Tenant**. This order may then be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession to end the tenancy early.

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: April 24, 2015

Residential Tenancy Branch

