



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ET and FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 22, 2015 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. She stated that the Tenant informed her that he did not have personal identification and was, therefore, unable to pick up this mail from Canada Post.

The Agent for the Landlord stated that on April 27, 2015 she personally served the Tenant with the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act* (Act); however the Tenant did not appear at the hearing. The documents were accepted as evidence for these proceedings.

Issue(s) to be Decided

Does the Landlord have grounds to end this tenancy early and, if so, is the Landlord entitled to an Order of Possession, pursuant to section 56(1) of the *Act*?

Background and Evidence

The Agent for the Landlord stated that the Landlord wishes to end this tenancy early, primarily because the Tenant has broken into another suite in the residential complex on two occasions.

The Agent for the Landlord stated that on April 16, 2015 video surveillance showed the Tenant approach the door of another suite in the complex, carrying a hammer. The hammer shows the Tenant attempting to pry open the door and kicking at the door. The Agent for the Landlord stated that when she arrived at the suite the Tenant was throwing things out of the unit, which he declared he was taking back from his ex-girlfriend. The Agent for the Landlord stated that the Landlord contacted a housing agency which provides support to people with housing difficulties, and that a staff member from that agency removed the Tenant from the room.

The Agent for the Landlord stated that on April 17, 2015 the Tenant returned to the same suite; he removed some items from the suite; and he caused considerable damage to the suite, including dismantling plumbing and pulling plumbing fixtures off the wall. She stated that on this occasion he left the suite when he was asked to do so.

The Landlord submitted Critical Incident Reports regarding the above two incidents.

The Agent for the Landlord stated that on April 09, 2015 a housing agency moved the occupant of the aforementioned suite to a "safe house", as the Tenant has acted aggressively to this female in the past and the agency was concerned for her safety.

The Agent for the Landlord stated that the Tenant has erected a structure in front of the door to his rental unit, which interferes with access to and egress from the rental unit. She stated that to access the unit a person must crawl under the structure or wedge themselves past the structure, which the Landlord considers a safety hazard for anyone occupying the unit. She stated that on February 19, 2015 the Tenant was given written notice to remove the structure but has not yet complied with that directive.

Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act* and that a landlord may apply for an Order of Possession for the rental unit. Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

Section 56(2)(b) of the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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 to take effect.

After considering all of the evidence presented by the Agent for the Landlord and in the absence of evidence to the contrary, I am satisfied that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and that he has put the landlord's property at significant risk. I find that blocking access/egress from a rental unit places the occupant at significant risk and, given the impact this could have during an emergency, it places the Landlord's property at significant risk. More importantly, I find that breaking into a suite on two consecutive dates and causing significant damage in the suite significantly interfered with or unreasonably disturbed the Landlord of the residential property and that it caused damage to the Landlord's property.

I find that it would be unreasonable in these circumstances to wait for a notice to end the tenancy under section 47 to take effect. In determining this matter I have placed little weight on the fact that the suite the Tenant entered was not occupied, as the undisputed evidence shows that the occupant of the suite has been moved to a "safe house" as a result of the Tenant's action. In my view, this tenancy should end as soon as possible so the displaced occupant can return to her suite if she wishes.

Conclusion

Based on these findings I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$50.00, in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order in that amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced by 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: May 11, 2015

Residential Tenancy Branch

