



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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.

The tenant did not attend this hearing, although I waited until 11:14 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The representative for the landlord ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that the tenant had been served with a 1 Month Notice to End Tenancy for Cause on June 10, 2015. The landlord testified that, after further incidents involving the tenant, the landlord applied for an early end to this tenancy on July 2, 2015. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution by registered mail on July 2, 2015. The landlord provided a tracking number to prove this registered mailing through Canada Post. Based on the evidence of the landlord and in accordance with section 89 and 90 of the *Act*, I find the tenant deemed served with the Application for Dispute Resolution on July 7, 2015, 5 days after its registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to end this tenancy early?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlord testified that the tenant has resided within the rental unit since July 1, 2014 when the tenancy began with a fixed term. The most recent rental agreement was signed by the tenant on May 1, 2015 and the landlord testified that the tenant continues to reside in the rental unit on a month to month basis. The landlord submitted a copy of the residential tenancy agreements with respect to this tenant, including the current agreement. The current rental amount of \$420.00 is payable on the first of each month. The landlord testified that he continues to hold a \$187.50 security deposit paid by the tenant at the start of this tenancy. The landlord testified that the tenant continues to reside in the rental unit.

The landlord applied for an order ending the tenancy on a date earlier than the tenancy would end had a notice to end the tenancy for cause been given. I note that the landlord testified that he served the tenant with a notice to end tenancy for cause on June 10, 2015 but at this hearing he testified that the tenant did not agree to vacate the rental unit and that any dispute resolution hearing to attain an order of possession by standard means would result in further delay and continuance of this tenancy.

The landlord testified that, on June 7, 2015, the tenant attempted to gain access to another occupant's rental unit by banging on the door with a fire extinguisher. The landlord testified that the fire extinguisher discharged and emergency services were dispatched to attend the residence. At that time, a staff member was injured by inhaling the fire extinguisher discharge, a dry chemical substance. At that time, all tenants of the entire residential premise were forced to evacuate. The landlord testified that there had been ongoing disruptions by the tenant - particularly with respect to arguments with this particular other occupant ("Occupant X"). As a result of the incident on June 7, 2015, the landlord issued and served to the tenant a 1 Month Notice to End Tenancy.

The landlord testified that the residential premise where the tenant resides provides supportive housing and subsidized housing for people addressing issues of homelessness and mental health and/or addiction issues. The building is staffed at all times. The landlord testified, providing examples of several attempts to assist the tenant in addressing her own issues and ensuring that she continue to reside within the residence in a non-disruptive manner. The landlord testified that both he and the other staff at the residence are increasingly fearful of the tenant. The landlord testified that the tenant often carries a hammer with her. The landlord testified that, after several disruptive and incidents of intimidation involving the tenant, she was banned from the common area where staff work and interact with other residents of the building. The

landlord testified that, at this point, both he and his staff are very fearful to interact with the tenant and feel unsafe within the residence.

The landlord testified that, on June 27, 2015, the tenant again attempted to gain access to Occupant X's rental unit. At that time, residents and staff alike saw the tenant use a hammer to attempt to enter the unit forcefully. The landlord testified that the tenant used the hammer on other nearby doors, leaving damage and also shattered a mirror causing glass to fall to common areas below. The landlord testified that staff witnessed the tenant pull the fire alarm on this date, triggering the system leading again to evacuation and the attendance of emergency services.

The landlord submitted the following documents;

- Correspondence with the tenant regarding incidents in April and May 2015, including the notification of banning from the common area and warning regarding unsafe behaviour;
- Maintenance notes and Incident Report regarding June 6, 2015 incident;
- A copy of the 1 Month Notice to End Tenancy for Cause;
- Handwritten witness statement identifying the tenant with a hammer on June 27, 2015 while the fire alarm rang;
- Handwritten witness statement indicating witness identified the tenant on a surveillance video pulling the fire alarm on June 27, 2015;
- Incident Report dated June 27, 2015 identifying the tenant with a hammer while the fire alarm rang;
- Incident Report dated June 27, 2015 by a second author describing glass falling and observations about the tenant's behaviour;
- Photographs of damage by hammer to doors and halls as well as damage to the fire extinguisher (container) within the residential premises; and
- Photographs of extensive damage to Occupant X's rental unit door.

The landlord testified that charges of mischief have been laid against the tenant with respect to the incident on June 27, 2015. The landlord also testified that, as a result of those charges, the tenant is subject to a court order to not contact Occupant X. The landlord testified that he believed the tenant was incarcerated as a result of a failure to abide the court order. He testified that he is concerned that Occupant X, a renting tenant in the residential premises is in jeopardy and that the landlord's residential staff are unsafe if the tenant continues to reside in the rental unit. He sought an immediate Order of Possession with an early end to the tenancy.

## Analysis

Section 56 (2) of the *Act* permits me to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord issued a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and/or seriously jeopardized the health or safety of the landlord or another occupant and that 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. 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.

The landlord's evidence has satisfied me that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. The landlord has provided evidence in both his testimony and his documentary submissions to show that the tenant has, on more than one occasion caused the fire alarm to be activated resulting in disturbance to all of the landlord's staff as well as the other occupants of the building. The landlord has provided evidence that on both June 7 and June 27, 2015, the tenant has caused disturbance to Occupant X.

The landlord's evidence has also satisfied me that the tenant has seriously jeopardized the health or safety of the landlord or another occupant of the residential premises. Particularly, I find that the landlord's testimony illustrates that the safety of both the staff and Occupant X have been jeopardized by the tenant and that their health and safety continues to be in jeopardy if the tenant continues to reside on the residential premises.

I also find that it would be unreasonable, or unfair to the landlord, the staff and the other occupants of the residential property, particularly Occupant X to wait for a notice to end the tenancy under section 47 to take effect and for any dispute of that notice to be heard. Accordingly, I order the tenancy to be at an end effective today, July 31, 2015. I find that the landlord is entitled to an Order for Possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court.

As the landlord has been successful in this application, I find the landlord is entitled to recover the \$50.00 filing fee for this application.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the landlord recover the filing fee for this application by reducing the tenant's \$187.50 security deposit by \$50.00. The tenant's remaining security deposit amount will be \$137.50.

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: July 31, 2015

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Residential Tenancy Branch

