



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

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### **Introduction**

This hearing was convened in response to an application by the landlord for Dispute Resolution for an end to a tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the Act).

The hearing was conducted via teleconference and was attended by the landlord and the tenant. The tenant was represented by members of their family, who spoke to this matter. The tenant acknowledges receiving solely the landlord's application. The landlord acknowledges not sending their document evidence of 4 pages to the tenant. As a result, I found the landlord's document evidence inadmissible; however, the landlord was permitted to provide their evidence in testimony to which the tenant was given opportunity to respond. The tenant provided admissible evidence of a real estate transaction contract. The hearing proceeded on the merits of the landlord's application.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession without the requirement of a One (1) Months' Notice under Section 47 of the Act, pursuant to Section 56 of the Act?

### **Background and Evidence**

The following is undisputed by the parties. The verbal tenancy agreement started July 01, 2015. The tenant pays \$450.00 per month in rent.

The landlord testified that they have and continue to receive complaints from their other 3 tenants of the residential property in respect to the respondent's conduct on the residential property since the tenancy started. The landlord testified that the other occupants of the property are generally afraid of the respondent, fear for their safety, and that their right to quiet enjoyment of their rental units is being compromised by the respondent's behaviour when consuming alcohol and/or drugs. The landlord testified that the other tenants routinely – every week – receive complaints from other tenants

the respondent is rude, loud in their outbursts, uttering profanities, intrusive into their living accommodations and disruptive, and generally presenting as out of control, physically and emotionally. The landlord testified that the respondent is seen by other tenants fighting with and experiencing violence at the hands of their partner and purported personal acquaintances of the respondent. The landlord testified they receive accounts of the respondent behaving in a threatening manner, often in a rage, and that police and medical resources (ambulance) have been called on repeated occasions to calm down the respondent and take them to the hospital; and, that in the process their partner or boyfriend has been arrested. The landlord claims that they have been told by the attending resources that the respondent has mental health issues exacerbated by alcohol consumption and drug use and that their attendance has become predictable – which the landlord claims is every 2 weeks. The landlord testified they are concerned for the well-being of the respondent and their other tenants and would prefer to find a less disruptive solution in this matter, however, they fear losing the other 3 tenants. The landlord testified they are prepared to forgo collecting the respondent's rent if it were utilized to support the respondent in avoiding altercations and disruptive conduct in and around the residential property. The landlord stated that to date they have been understanding and trying to be supportive toward the respondent's situation but have not been able to control the concerns with notices or warnings, and are at a loss as to what they can do, and are looking to the respondent's family to take matters on.

The respondent's representative did not disagree with the landlord's accounts and effectively stated that the landlord's accounts and concerns, as testified, are not out of the realm of possibilities for the respondent – due to the respondent's unresolved mental health issues. The representative testified the landlord was aware of the respondent's issues surrounding compromised mental health when they agreed to allow the respondent housing at the outset of the tenancy. The representative testified the respondent has mental health issues and abuses alcohol and drugs, and in combination is unstable and difficult to house. The respondent is awaiting Detox services and relies on emergency services resources to stabilize them at this time. The representative further testified the respondent is on several registries for supported or subsidized housing but cannot say for certain when the respondent can move to other accommodations.

The representative offered the landlord to personally oversee the troubled tenancy; and, the landlord again offered to forgo rent to fund or provide some oversight for the benefit of all parties, including their other tenants, however seeks the means to end the tenancy if other efforts fail.

### **Analysis**

The parties may refer to [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant) for a complete version of the following references.

**Section 56** of the *Act* allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1 Month Notice to End Tenancy for Cause, **if** the landlord has cause to end the tenancy 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 to become effective.

Based on all the evidence submitted by both parties, I find the landlord has established the tenant has – pursuant to **Section 56(2)(a)(i) and (ii)** of the *Act*

- *significantly interfered with or unreasonably disturbed another occupant of the residential property, and*
- *seriously jeopardized the lawful right of another occupant*

I also find that the circumstances in this matter establish that – pursuant to **Section 56(2)(b)** - it would be unreasonable and unfair to the landlord, but moreover, other occupants of the residential property to wait for a Notice to End tenancy issued under Section 47 to take effect.

As a result of all the above, the landlord is entitled to an **Order of Possession**. I find that the tenancy will end in accordance with my Order.

### **Conclusion**

The landlord is entitled to and given an Order of Possession effective **two days after service of the Order on the tenant**. This Order must be served on the tenant and, *if necessary*, may be filed in the Supreme Court and enforced as an order of that Court.

**This Decision is final and binding on both parties.**

*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 13, 2015

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Residential Tenancy Branch