



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORDOVA HOUSE - THE BLOOM GROUP COMMUNITY SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

ET

### **Introduction**

This hearing dealt with the landlord's Application under the Residential Tenancy Act (the Act) for Dispute Resolution for an end to the tenancy and an Order of Possession on a date earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End for Cause).

The hearing was conducted via teleconference and was attended by the landlord and the tenant, inclusive of professional assistants for the tenant. The tenant acknowledges receiving the document evidence of the landlord which includes the landlord's narrative of facts.

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

Is the landlord entitled to an Order of Possession without the requirement of one (1) Month's Notice to End Tenancy - pursuant to 56 of the *Act*?

### **Background and Evidence**

This tenancy started in 2006. The tenant has been in hospital since early April 2016 and remains in hospital as a voluntary patient. The tenant's professionals stated the tenant remains in hospital for depression /psychosis/ possible delirium pending further treatment and discharge planning. The social worker stated that following a possible several weeks in hospital, "if on treatment - the tenant should be ok".

The tenant was orally apprised of the landlord's application: seeking to end the tenancy because of their conduct on/from an incident on April 04, 2016 in which the tenant

behaved agitated and fixated on interfering with a staff of the landlord – resulting in police attendance and admission to St. Paul's hospital for treatment of depression.

The landlord provided that on April 04, 2016, in the space of approximately 1.5 hours the tenant was first observed to be agitated and confrontative, with their behaviours escalating and kicking at an office door. The landlords argued the tenant possess a serious safety concern if they were to return to the rental unit.

It must be noted the medical professionals in attendance stated the tenant has no recollection of the noted event. The tenant acknowledges they experience depression and require assistance. The tenant claims the events described by the landlord as fraudulent / hearsay.

### **Analysis**

On preponderance of the evidence in this matter I find the following. I find that **Section 56** of the *Act* is two-fold, in that it allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1 Month, 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 be effective.

Based on the evidence submitted, I find the landlord has established the tenant has significantly interfered with the landlord. None the less, given the tenant's medical issues are not finalized, and given the tenant does not current occupy the rental unit, and on balance of probabilities will not do so for some weeks, I do not find that there is *sufficient* evidence in this matter establishing that it would be unreasonable and unfair to the landlord and other occupants of the residential property to wait for a Notice to End tenancy issued under Section 47 to take effect. As a result, I **dismiss** the landlord's application for an early end to the tenancy. However, the landlord is at liberty to issue the tenant a 1 Month Notice to End Tenancy for Cause with an effective date at the end of the month following the month in which the Notice is given – in accordance with the Act.

### **Conclusion**

The landlord's application **is dismissed**. The tenancy continues subject to a Notice effective to end the tenancy.

**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: May 02, 2016

---

Residential Tenancy Branch