



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BUILDING BLOCK PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **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 its filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord was represented by its agent.

The tenant admitted service of the dispute resolution package, which was sent by registered mail on 14 June 2016.

### Issue(s) to be Decided

Is the landlord entitled to an early end to this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and testimony, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

This tenancy began approximately twenty years ago. Current monthly rent is \$537.49 and is due on the first. The landlord continues to hold the tenant's security deposit in the amount of \$220.00, which was collected at the beginning of the tenancy.

The agent is the manager of the residential property. The agent commenced management of this building in November 2014. The agent testified that there have not been problems in this tenancy until recently.

The agent testified that SG, an occupant of another unit within the same residential property, and the tenant began having a dispute over the tenant smoking in the common hallways. The agent testified that SG left a note on the tenant's door asking him to refrain from smoking. The agent testified that he has never observed escalation like this and that he is sad that it has come to this.

SG provided letters documenting the various incidents that have occurred.

The agent testified that the first incident occurred on 27 May 2016. The agent testified that he gave the tenant a verbal warning and the tenant apologized for his conduct.

The agent testified that the second incident occurred on 2 June 2016. On that occasion the tenant is alleged to have banged on SG's door and covered the peephole in the door with a greasy substance. On 2 June 2016 the landlord delivered a breach letter to the tenant informing him that if there were other issues the landlord would issue a notice to end the tenancy. This letter was hand delivered to the tenant. The agent testified that the tenant "agreed to keep the peace". The agent testified that he believed that the problem was solved.

The agent testified that he was standing in the lobby with SG on 3 June 2016. The agent testified that the tenant came out of the elevator and was yelling and swearing. The agent testified that the incident appeared unprovoked and was threatening in nature. The agent observed the tenant taking photographs of SG. SG telephoned the police.

The agent testified that the tenant engaged in another round of banging on SG's door on 6 June 2016. On this occasion the tenant was observed by two other occupants, AK and SS who live on the same floor as SG and the tenant, carrying a hammer in the hallway. The agent testified that AK attempted to diffuse the situation. SS also attempted to diffuse the situation. The agent testified that this incident involved profanity and rude gestures. SS and AK provided written statements corroborating this testimony.

The agent testified that other occupants in the building are worried and that he has been bombarded with telephone calls from these concerned occupants.

On 6 June 2016, the landlord issued a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) to the tenant. The 1 Month Notice was dated 6 June 2016 and set out an effective date of 6 July 2016. The notice set out that it was given as the tenant had significantly interfered with or unreasonably disturbed the landlord or another occupant. The agent testified that he handed this notice to the tenant and that he crumpled it up and threw it on the floor.

The agent testified that a few hours later the lobby was heavily vandalized. The agent received five calls about this incident. There was urine in the elevator. The elevator had profane words carved into the walls. A no smoking sign was disturbed. Plants were damaged and soil from the pots was thrown on the floor of the lobby. The landlord provided photographs that show the damage. The agent testified that it took a week and four cleanings to get rid of the urine smell.

The agent testified that there is a hammer sized dent in SG's door and urine on the floor outside SG's unit. The agent testified that SG's unit was the only rental unit targeted in this way.

The tenant has made various postings on social media that the agent submitted constitute threats against SG.

The agent testified that SG has telephoned the filed a police complaint. The tenant admitted that he is required to attend at court as accused for proceedings in relation to charges of criminal harassment in relation to the incidents with SG. The tenant testified that he is the accused in the matter.

The agent testified that residents are worried about their safety and concerned about the damage to the residential property.

The agent testified that the tenant has not admitted to banging on SG's door or causing the damage to the lobby, but has admitted to yelling, screaming, raising his voice, and getting "in the face" of SG. The tenant admits that he has "snapped", but submits that he has been confronted and provoked by SG.

The tenant submits that the agent is basing most of his testimony on reports from SG. The tenant testified that SG gave out the tenant's address on social media and that he

was receiving emails and telephone calls from unidentified persons that do not like him. The tenant testified that he has received pages over the intercom with unknown persons yelling at him.

The tenant testified that the alleged threats are being misconstrued. The tenant testified that his threat was a threat to post news articles about JN. The tenant admits to calling the tenant a “fat bitch” on social media, but denies that this constitutes a threat. The tenant testified that after he made this social media posting, SG knocked/banged on his door and called him a “gay ass”. The tenant testified that he believed that there was a home invasion and searched for a weapon with which to defend himself. The tenant admits that he snapped and yelled back at SG. The tenant testified that the other two occupants came at him and thought that he needed something with which to defend himself. The tenant testified that everyone was yelling in the hallway that day.

The agent submitted that the tenant is conflating separate events.

The tenant testified that since JN took over the building he has no regard for who moves in. The tenant testified that he has observed drug dealers in the rental unit and that there is lots of activity at night in the halls. The tenant testified that there has been cars vandalism in the parking lot. The tenant testified that the external doors have had glue poured into the locks.

The tenant testified that in the twenty years of his tenancy he has never had an issue. The tenant testified that he is friendly with some of the other occupants of the residential property. The tenant denies making threats.

The tenant testified that on 3 June 2016 SG was taking photos of the tenant. The tenant testified that he then went down to the lobby to retaliate by taking photos of SG. The tenant testified that there was no screaming that day.

The landlord provided documents including incident reports created by the agent, copies of the social media postings, photographs, and written statements.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord’s application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
  - has caused or is likely to cause damage to the landlord's property;
  - 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
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

The landlord and tenant provide different version of events. On balance, I find the landlord's version of events to be more credible. In particular, the landlord's version is corroborated by the written statements of three occupants, two of which were not directly involved in the conflict. I found the tenant attempted to minimize his involvement in the interactions. The agent provided his evidence in a direct manner and was willing to admit facts that were unfavourable to the application (for example that, except for the recent events, the tenancy was otherwise in good standing). For these reasons, where the tenant's evidence and the landlord's evidence conflict, I prefer the evidence of the landlord.

On the basis of the evidence before me, I find that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. In particular, the event of 3 July 2016 is particularly concerning. The tenant brought an object which could be used as a weapon into the hallway. I do not accept the tenant's version of events that he was attempting to defend himself. I find that the tenant instigated this event and that this event constituted significant interference and unreasonable disturbance of SG, AK and SS, who are all occupants of the building.

The tenant's conduct is so extreme that I find that it would be unreasonable for the landlord to wait for the notice for cause to take effect. I order an early end to this tenancy pursuant to section 56 of the Act. The landlord is provided with an order of possession effective two days from service on the tenant.

As the landlord has been successful in this application, it is entitled to recover the filing fee paid from the tenant. Pursuant to section 72, if this amount remains outstanding at the end of the tenancy, the landlord may elect to withhold this amount from the tenant's security deposit.

### Conclusion

The landlord is provided with a formal copy of an order of possession. 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 issue a monetary order in the landlord's favour in the amount of \$100.00. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: July 15, 2016

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Residential Tenancy Branch