



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0974206 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with a landlord's application for an order to end the tenancy early and an Order of Possession under section 56 of the Act. The tenant did not appear at the hearing. The landlord's agent testified that the tenant was served with the hearing package and evidence in person by the manager at the rental unit address on December 1, 2016. I was satisfied that the tenant was served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Has the landlord established that the tenancy should end early and the landlord be provided with an Order of possession as provided under section 56 of the Act?

### Background and Evidence

The landlord's agent testified as follows: The landlord owns two rental buildings across the street from each other and the landlord's staff persons, including the janitor, work at both locations. On November 26, 2016 the tenant went to the building across the street and assaulted the landlord's janitor. The tenant also pushed the janitor into a occupant of that building who had come out of her unit during the assault and the occupant was knocked down. The occupant suffered a large gash to her head and was taken to the hospital via ambulance.

Despite serving the tenant with notification of this proceeding, the tenant's behaviour has not improved. The landlord's agent testified that on December 10, 2016 the tenant assaulted a woman on the sidewalk of the residential building and then took her into his rental unit where she was further assaulted.

The landlord's agent testified that the police were involved in both of the incidents described above. The landlord also has video surveillance cameras set up in the common areas of both properties. The assaults that took place in the common areas are captured on video. The landlord provided a copy of the video recorded on November 28, 2016 as evidence for this proceeding and described the tenant as being the man with the pony tail.

I also heard from the landlord's agent that the landlord's manager is currently on sick leave due to the fear and stress related to the tenant's conduct. I heard that other occupants have expressed to the landlord that they are fearful of the tenant.

The landlord's agent acknowledged that the tenant's rent was paid for December 2016 and the landlord's agent requested an Order of Possession effective December 31, 2016 given the date of today's proceeding.

### Analysis

Section 56(2) of the Act permits an Arbitrator, as delegated by the Director, to make an order to end the tenancy on a date that is earlier than the effective date on a 1 Month Notice to End Tenancy for Cause had one been issued. The landlord bears the burden to prove the tenant has acted in such a way as to warrant an early end of tenancy. The burden is high as this provision is intended to apply in the most severe circumstances.

In order to grant an order to end the tenancy early I must be satisfied that:

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- (iii) put the landlord's property at significant risk;
- (iv) engaged in illegal activity that
  - (A) has caused or is likely to cause damage to the landlord's property,

- (B) 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
- (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property, and
- (b) 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.

[Reproduced as written]

The definition of “landlord” under section 1 of the Act includes any person who acts on behalf of the owner of the property and (i) permits occupation of the rental unit under a tenancy agreement, or (ii) exercises powers and performs duties under this Act or the tenancy agreement. Accordingly, landlord’s agents, managers, and other staff persons may all be referred to as landlord under the Act and I consider interference with that person’s ability to do their lawful duties to be interference with a landlord’s lawful rights or interests.

The landlord also has a lawful duty to protect the health and safety of its employees and under section 28 of the Act the landlord is required to protect the tenants’ right to quiet enjoyment. Quiet enjoyment includes freedom from unreasonable disturbance and significant interference. Accordingly, if the landlord is aware that its employees and tenants are at risk of being harmed or unreasonably disturbed by a tenant, the landlord has a duty to take appropriate action. Appropriate action may be to seek an end to the tenancy of the offending tenant if the circumstances warrant that.

Based upon the undisputed evidence before me, I accept that the tenant assaulted the landlord’s janitor on November 28, 2016 and that assault also resulted in another occupant of the landlord’s rental property being injured. Accordingly, I find the tenant actions seriously jeopardized the health and safety of the landlord’s janitor and another tenant on November 28, 2016. Having heard the tenant was involved in a subsequent assault at the residential property I find it reasonable that if this tenancy were to continue the health and safety of the landlord’s staff persons would continue to be in

jeopardy and the right to quiet enjoyment of other tenants at undue risk of being breached.

In light of the above, I find the landlord has more than satisfied me that this tenancy should end early. I order the tenancy ended as of December 31, 2016 and I provide the landlord with an Order of Possession effective December 31, 2016, as requested.

### Conclusion

The tenancy ends effective December 31, 2016 and the landlord has been provided an Order of Possession with that effective date to serve and enforce upon the tenant.

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: December 28, 2016

---

Residential Tenancy Branch