



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINE BLUFF HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

On January 26, 2018, the Landlord submitted an Application for Dispute Resolution for an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing.

The Landlord and Tenant attended the hearing. The Landlord testified that she served the Tenant with a copy of documentary evidence before me. The Tenant testified that he received the evidence from the Landlord. The Tenant did not provide any documentary evidence in response to the Landlord's application.

Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. 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 testified that in addition to her application for an early end of tenancy, she also served the Tenant with a 1 Month Notice To End Tenancy For Cause dated January 23, 2018.

The Tenant disputed the 1 Month Notice and a hearing is scheduled to be heard in April 2018.

Issue to be Decided

- Does the Landlord have cause to end the tenancy early due to an immediate and severe risk to the rental property, other occupants, or the Landlord?

Background

The tenancy began on July 1, 2017, as a month to month tenancy. The Tenant pays rent in the amount of \$650.00 per month. The Tenant paid the Landlord a security deposit in the amount of \$325.00.

The Landlord provided affirmed testimony that she purchased the rental property in October 2017. The rental property is an apartment building and The Tenant was already renting a unit at that time.

The Landlord testified that she received complaints from other residents about noise coming from the Tenant. She testified that she began working with a care agency in an effort to address issues she had with the Tenant with the aim to preserve the tenancy. She submitted that the Tenant would put notes on his door to dissuade uninvited persons from visiting him on the property and disturbing others.

The Landlord testified that she began to get daily reports that the Tenant or his guests were disturbing other residents. The Landlord testified that she began to issue breach letters to the Tenant regarding noise disturbances. She testified that she issued the Tenant a breach letter on December 5, 2017, and on January 22, 2018.

The Landlord testified that on January 23, 2018, she observed the Tenant's guest leave his unit and approach her yelling profanities. She submitted that the Tenant's guest stated *"I can hardly wait until they get you"*. She submitted that she spoke to the Tenant about the behavior and the Tenant said it had nothing to do with him.

The Landlord provided a signed statement from the manager of the property, and another resident who witnessed the incident.

The Landlord issued a 1 Month Notice To End Tenancy For Cause dated January 23, 2018, and the poor behavior escalated and the Tenant's friends began to threaten her.

The Landlord submitted that the resident manager found a plastic yellow bin full of approximately 100 syringes near the Tenant's door. The Landlord testified that another occupant who is the friend of the Tenant is dealing drugs and the drugs are being used in the Tenant's apartment.

The Landlord testified that other residents of the building are frightened by the Tenant and his guests.

The Landlord submitted a person who often visits the Tenant on the property pulled a knife out on her and the resident manager and suggested they get some life insurance.

The Landlord testified that on February 7, 2018, she was assaulted by a guest of the Tenant. She testified that a woman stated she was on the property to visit the Tenant when she assaulted the Landlord by spitting in her face. The Landlord testified that she reported the assault to the police.

The Landlord provided a signed statement from an occupant of the property who witnessed of the assault and indicates the person who assaulted the Landlord was a friend of the Tenant who was visiting the Tenant.

The Landlord testified that the Tenant told her that she has a lot of trouble coming her way. She testified that the Tenant said he would not be doing it himself but people will be setting her straight. The Landlord testified that the Tenant approached the resident manager on January 24, 2018, at 9:30 pm and repeated a warning for the Landlord to back off or she would get hurt by people that the Tenant knows.

In response to the Landlord's testimony and evidence the Tenant testified that the Landlord's evidence is all hearsay. He submitted that he made an appointment with a citizen advocacy group but nobody was available to assist him.

The Tenant testified that he is on income assistance and has no place to go.

The Tenant testified that he received the breach letters from the Landlord. He submitted that the woman who swore at the Landlord is another Tenant's friend. He acknowledged that the other Tenant is a good friend of his.

The Tenant testified that he approached the resident manager about keys to access his unit and did not say that the Landlord had trouble coming her way. He submitted that the Landlord's accusations are nonsense. The Tenant stated that he has never been in jail as alleged by the Landlord.

Analysis

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by the Tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at 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, **and**,
- 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 to take effect.

Based on the evidence above, the testimony of the Landlord and Tenant, and on a balance of probabilities, I make the following findings:

I find that the Tenant's actions, and the actions of his guests, pose an immediate and severe risk to the Landlord. I accept the Landlord's testimony and evidence that the Tenant made thinly veiled threats to the Landlord and the property manager. I accept the Landlord's evidence that a guest who was witnessed leaving the Tenant's unit acted aggressively towards the Landlord and stated "*I can hardly wait until they get you*". I also accept the Landlord's testimony that a person on the property who has been a guest of the Tenant assaulted her by spitting in her face.

I find that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord and it would be unreasonable, or unfair to the Landlord or other occupants of the residential property to wait for the hearing regarding the dispute of the 1 Month Notice to end the tenancy under section 47.

Therefore I am ordering that the tenancy will end.

I find that the Landlord is entitled to an order of possession, effective two days after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the

Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order that the Landlord can retain \$100.00 from the Tenant's security deposit in satisfaction of the application fee.

Conclusion

I find that the Tenant and his guests have seriously jeopardized the health or safety or a lawful right or interest of the landlord and it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the hearing regarding the dispute of the notice to end the tenancy under section 47.

The tenancy is ending.

The Landlord is granted an order of possession effective after two (2) days service on the Tenant.

The Landlord can retain \$100.00 from the Tenants security deposit in satisfaction of the application fee.

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: March 06, 2018

Residential Tenancy Branch