



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 515619 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This decision pertains to the landlord's application for dispute resolution made on January 3, 2019, under the *Residential Tenancy Act* (the "Act"). The landlord seeks the following relief, pursuant to section 56 of the Act:

1. an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the Act ("order for early termination of tenancy"); and,
2. an order of possession in respect of the rental unit.

An agent and interpreter for the agent of the landlord attended the hearing, along with two witnesses, one of whom spoke at the hearing. The parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant did not attend the hearing.

The landlord's agent (K.S.) testified that he served the Notice of Dispute Resolution Proceeding package on the tenant, in person, January 6, 2019. I find that, based on the testimony of the landlord's agent, that the tenant was served with the Notice of Dispute Resolution Proceeding package section 89(2)(a) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application are considered in my decision.

### Issues

1. Is the landlord entitled to an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the Act?
2. If yes, is the landlord entitled to an order of possession in respect of the rental unit?

### Background and Evidence

The landlord's agent (referred to as the "landlord"), through his interpreter, testified that the tenant commenced tenancy on July 1, 2015. Monthly rent is \$320.00. At first, the tenant got along with the other many tenants of the building. There are "quite a lot of tenants" and they are "like a big family." Unfortunately, the situation in the building and with the tenant has deteriorated through the latter part of 2018 and into 2019.

The tenant has begun, in late 2018, to scream and shout every night, his behavior has become erratic, and it has worsened lately to the point of causing great distress to the other tenants, including some of the tenants feeling unsafe.

On December 22, 2018, during a routine inspection of the rental unit, the landlord noticed that the tenant had removed the cabinet doors, and during the inspection the tenant came out of the rental unit, naked. The tenant quickly put on underpants and chased the landlord down the stairs and out of the building. The landlord slipped during his escape and sprained his ankle in the process. The landlord submitted a photo of his injuries into evidence. The police soon attended.

On Christmas Day, a neighbour of the tenant observed the tenant running around and screaming. The police attended shortly thereafter. The neighbour was a witness who attended the hearing and attested to this event.

On December 27, the tenant threw a book at the landlord, along with hateful remarks and obscenities. A few days later, on December 30, another tenant in the building witnessed the tenant cutting the wires to the fire alarm at 1:30 A.M. The tenant who witnessed this behavior was "scared and worried." Earlier that day, the tenant was observed to bring a portable stove into the hallway. (Whether the stove was used or not was not mentioned by the witness.)

The landlord testified that everyone in the building is concerned and scared because of the tenant's behavior. In addition, the landlord explained that he was starting to receive complaints from the operators of local retail businesses about the tenant's behavior.

On January 1, 2019, the tenant was observed to have thrown his clothes out the window and then jumped across to a nearby building where he proceeded to dance. The next day, on January 2 at 10:00 A.M. the tenant had removed the front door to the rental unit, and also removed a door used to enter the building in the common area.

Submitted into evidence were photographs of a threatening note left on the wall across from the neighbour's front door, and, copies of witness statements.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 56(1) of the Act permits a landlord to make an application for dispute resolution to request an order (a) ending 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 (b) granting the landlord an order of possession in respect of the rental unit.

For me to grant an order under section 56(1), I must be satisfied of the following:

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following: [ . . . ]
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; [ . . . ] 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.

In this case, the tenant has, I find, unequivocally seriously jeopardized the health and safety of other occupants and the lawful rights of the landlord in keeping the building safe. Dancing on the rooftop and running around naked does not pose a safety risk to the other occupants but removing doors and cutting wires to a fire alarm is a significant risk, and seriously jeopardizes the safety of the other occupants of the building.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the

landlord has met the onus of proving that the tenant has seriously jeopardized the health or safety of the landlord and the building's other occupants.

As such, pursuant to section 56(1)(a) of the Act, I order that the tenancy is ended two days from the date on which the order of possession is served on the tenant. I also grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service.

### Conclusion

I hereby order that the tenancy is ended two (2) days from the date on which the order of possession is served on the tenant.

I hereby grant the landlord an order of possession, which must be served on the tenant and which is effective two (2) days from the date of service upon the tenant.

This decision is final and binding, unless otherwise permitted under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: January 25, 2019

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Residential Tenancy Branch