



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

On January 15, 2019, the Landlord submitted an Application for Dispute Resolution for an early end of tenancy and to recover the cost of the filing fee. The matter was scheduled as teleconference hearing.

The Landlord attended the hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Dispute Resolution Proceeding documents on January 21, 2019. The Landlord testified that the Notice of Dispute Resolution Proceeding was posted to the Tenant's door. Based on the testimony before me, I find that the Tenant was served with notice of this hearing in accordance with sections 89 and 90 of the Act and failed to attend to respond to the Landlord's application.

The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy early?

### Background and Evidence

The Landlord testified that the tenancy began on June 10, 2017, and is on a month to month basis. Rent in the amount of 375.00 is to be paid by the first day of each month. The Tenant paid a \$187.50 security deposit to the Landlord.

The Landlord testified that the Tenant is physically aggressive and threatening to others. The Landlord testified that staff of the rental property are afraid of the Tenant.

The Landlord testified that on December 16, 2018, the Tenant assaulted a staff member by approaching him from behind and shoving him into traffic. The Landlord testified that when the Tenant was questioned about the incident he said he was just playing. The Landlord testified that the staff member sustained injury to his shoulder blades and missed work. The Landlord provided a written statement from the staff member.

The Landlord testified that Tenant has also stabbed a person living in the community. The Landlord clarified that the person who was stabbed is not an occupant of the rental property.

The Landlord testified that the Tenant has caused significant damage to the rental property by damaging the main entry door, and by kicking out the panels of his bedroom door on numerous occasions. The Landlord provided a photograph of damage to the front entry door and damage to the Tenant's unit door.

The Landlord is seeking an early end to the tenancy and submitted that due to the aggressive and threatening behaviour of the Tenant it is not reasonable to wait for a 1 Month Notice To End Tenancy For Cause to take effect.

The Landlord seeks an early end to the tenancy and requests an order of possession for the rental unit.

### Analysis

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.

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 on a balance of probabilities, I find that the Tenant is responsible for an incident that caused injury to the Landlord's agent of the rental property. I find that the Tenant knew he was shoving the Landlord's agent and his response that he was just playing is not a reasonable excuse.

I also accept the Landlord's testimony and evidence that the Tenant has caused significant damage to the Landlord's property.

I find that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord and has put the Landlord's property at significant risk.

Therefore I am ordering the tenancy to end.

I find that the Landlord is entitled to an order of possession, effective one day 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

The Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord by injuring a staff member, and has put the landlord's property at significant risk by damaging the rental property.

The Landlord is granted an order of possession effective one (1) day after service on the Tenant.

The Landlord can retain \$100.00 from the Tenant's 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: February 11, 2019

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Residential Tenancy Branch