



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Women's Resource Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

In this dispute, the landlord seeks an order ending a tenancy early and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

The landlord applied for dispute resolution on May 3, 2019 and a dispute resolution hearing was held on June 4, 2019. Two representatives for the landlord, a women’s resource organization, attended the hearing, and they 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 representatives testified that they served the tenant with the Notice of Dispute Resolution Proceeding package after they filed for dispute resolution. Based on the representative’s testimony I find that the tenant was served with the Notice of Dispute Resolution Proceeding in compliance with the Act.

I reviewed evidence submitted that met the *Rules of Procedure* and to which I was referred but have only considered evidence relevant to the issues of this application.

### Issue

Whether the landlord is entitled to an order ending the tenancy early and an order of possession, pursuant to section 56 of the Act.

### Background and Evidence

The rental unit is located in an unmarked property, a safe house for women. There are eleven rental units on the property and twelve women. The women live independently on the property, and while each have their own living quarters they share bathroom, laundry, and kitchen facilities. There is, the landlord’s representatives commented, no staff on-site; there is staff located in a building not far away from the property, however.

Because of the nature of the landlord's business, their residents need a safe, secure, and a low-stress living environment. "Safety is the number one [priority] for all the women," the representative commented.

Unfortunately, the safety of the property has been put at severe risk from the tenant's actions and behavior. It started on January 29, 2019, with the theft of a kitten; the tenant was observed on video removing a kitten belonging to another occupant. The police were notified, but no charges were laid.

The tenant has frequently changed the lock on her door, and then appears to lose the keys, necessitating the tenant's breaking down her door. Despite letters from the landlord to the tenant, despite frequent attendance by the police, and despite conversations in an attempt to resolve the issues, the tenant's behavior continues.

Submitted by the landlord was a summary of the issues that lead to this application. The summary notes the following dates and incidents (excerpted for brevity):

February 21, 2019 – "[tenant's] behavior towards staff was then noted as aggressive and demanding."

March 16, 2019 – "Threat by [tenant] towards both women residents in room with knife and harm was made. [. . .] [tenant] was very aggressive and chased staff as they were leaving building. [police] was called during this, arrived on scene and [tenant] was taken to [redacted] hospital on wellness hold."

March 26, 2019 – "[police] called by both [occupant] residents as threat to hurt and knife produced by [tenant]."

March 30, 2019 – "[tenant] bear sprayed [occupant] under door and kicked it.(430pm) ON FILM."

March 30, 2019 (5:30 PM) – tenant and 2 men returned to the property and "All 3 instead went to [property] and kicked in both front door and her room door." [. . .] All 3 seen at door of [occupant] and were yelling and intimidating women inside. [Occupant] opted to not call police after last incident as they were fearful the men would get them and were very scared!"

The two men referred to in the above-noted summary are described as “big, strong men with little respect for women” and that they come on a “regular basis,” testified the representatives.

As recent as June 3, 2019, the tenant has acted aggressively and violent toward others in the building. She has “no go” and no contact court orders, though the effectiveness of these orders is questionable, I note.

Regarding the bear (or pepper) spraying incidents, the landlord’s representatives testified that two women have been pepper-sprayed by the tenant.

In their final submissions the landlord’s representatives argue that the residents of the property are, first and foremost, entitled to a safe place to live. The tenant’s behavior has significantly affected the safety and well-being of those residents. The landlord has tried to work with the tenant, but to no avail.

I note that the tenancy began on July 12, 2018, that monthly rent is \$375.00, and that the tenant paid a security deposit of \$187.50. A copy of a written tenancy agreement was submitted into evidence.

### 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.

In order for me to grant an order under section 56 (1), 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;

[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's actions and behavior—including the bringing in of two unwelcome men into the building, and their subsequent actions—seriously jeopardizes the health and safety and lawful right of the other 11 women who reside in the property. Kicking down doors, kitten theft, pepper-spraying and threatening one's neighbors and chasing staff around is egregious behavior that cannot be tolerated in any residence, let alone one where the safety and well-being of women is of utmost importance.

Notwithstanding whatever mental health or life issues the tenant may be experiencing, the health and safety of the other residents outweighs the tenant's right to continue residing in the rental unit.

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 their claim for the early ending of the tenancy under section 56 of the Act. I conclude that it would be unreasonable and unfair to the other occupants of the property to wait for a notice to end the tenancy under section 47 of the Act.

Given the above, I grant the landlord an order of possession of the rental unit. The order of possession will go into effect two days after it is served on the tenant. I further order that the tenancy will end two days after the order of possession is served on the tenant.

### Conclusion

I hereby grant the landlord an order of possession, which must be served on the tenant and is effective two (2) days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

I hereby order that the tenancy will end on a date that is two (2) days after the order of possession is served on 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 Act.

Dated: June 4, 2019

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Residential Tenancy Branch