



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an early end to tenancy and obtain an order of possession, and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on June 25, 2019, which was witness by a third party and in attendance with two police officers. Filed in evidence is a photograph of the documents post on the tenant's door. I find the tenant was deemed served on June 28, 2019, in accordance with the Act.

I have reviewed all evidence and submissions.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on May 1, 2019. Rent in the amount of \$675.00 was payable on the first of each month. A security deposit of \$340.00 was paid by the tenant.

The landlord testified that the tenant rents a room in a shared accommodation with other occupants. The landlord stated that the tenant is harassing other occupants based on their religious beliefs. The landlord stated that they spoke to the tenant about this issue; however, this matter has escalated.

The landlord testified that on May 18, 2019, the tenant continued to harass the other occupants by writing behind their names on a schedule of duties the words "the ugly" and "the kosher" harassing the tenant on being Jewish.

The landlord testified that they issued a formal One Month Notice to End Tenancy for Cause on May 19, 2019. The landlord stated that the tenant stated, "This little thing you have in court will get you fucking nowhere!".

The landlord testified that on May 23, 2019, the tenant was banging and singing loudly breaching the terms of the tenancy agreement, as it was after 10pm, causing a disturbance to the other occupants.

The landlord testified that on May 25, 2019, the tenant stated to them "I'll teach you!" Is your wife a woman or a man?"

The landlord testified that on May 26, 2019, the tenant was found in the neighbour's front yard and was making racial comments, such as "Take your shitty child. She will be a Half-Cast."

The landlord testified that following the above incident the tenant returned to the rental premises and started shouting profanities and throw thing. The landlord stated that the police were called and the tenant was yelling and swearing at the police officers, causing a disturbance.

The landlord testified that they tried to ensure the other occupant's safety and calm down the tenant; however, they began insulting them and was shouting at the female landlord "I will teach you a lesson you will not forget" and later shouted at the female landlord "If I looked like that, I would shoot myself."

The landlord testified that on May 29, 2019, they moved one of the other occupants to the mail floor of the house for their own safety.

The landlord testified that on June 1 and June 2, 2019, the tenant trespassed onto the landlord's property, which is not a shared space. The landlord stated that on June 6, 2019, the tenant was again on the landlord's property cutting off branches of their shrubs.

The landlord testified that on June 7, 2019, when the female landlord spoke to the tenant asking them to stop cutting branches off the shrubs in their garden and to stop harassing the other occupants. The tenant grabbed the female landlord, leaving bruises on her arms. .

The landlord stated that the tenancy cannot continue and seeks an order of possession.

Filed in evidence are video recording, photographs, copies of written notes, which support the landlord's testimony.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - 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, or
 - 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 rental unit or residential property;
- b) In addition, 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.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord that the tenant engaged in harassing activity that interfered with the lawful rights or interest of other occupants, by harassing the other occupants. The documentary evidence supports this.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord that the tenant has unreasonable disturbed other occupants by yelling. The documentary evidence supports this.

I am also satisfied that the tenant has seriously jeopardized the health and safety of the female landlord when they assaulted the landlord by grabbing their arms, causing bruises. The documentary evidence supports this.

I am also satisfied, based on the undisputed testimony of the landlord that the tenant was served with a One Month Notice to End Tenancy for Cause, on May 19, 2019.

I accept the undisputed evidence of the landlord that the tenant's behaviour has only escalated, since they were served with the notice to end tenancy, which has led to the physical assault on the landlord.

I find it would be unfair to the landlord and the other occupants to allow the tenancy to continue.

Based on the above finding, I find the landlord is entitled to an order of possession.

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant.

If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Since the landlord was successful with their application, I find the landlord is entitled to recover the filing fee from the tenant. I authorize the landlord to retain the amount of **\$100.00** from the tenant's security deposit in full satisfaction of this award.

Conclusion

The landlord is granted an order of possession.

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: July 05, 2019

Residential Tenancy Branch