



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA COOL AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ET

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for an Order to end the tenancy early pursuant to Section 56 of the *Act*.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, as was the Tenant. The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. The Tenant did not submit any evidence prior to the hearing.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

Issue to be Decided

Is the Landlord entitled to an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*?

Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The parties were in agreement as to the details of the tenancy which were confirmed by the tenancy agreement submitted into evidence. The tenancy began on June 1, 2018. Monthly rent is \$412.00 and a security deposit of \$206.00 was paid at the outset of the tenancy.

The Landlord has applied to end the tenancy early. The Landlord provided testimony regarding the events that have occurred due to the Tenant’s behaviour and the concern they have for the safety of the staff, other occupants and the risk to the property.

The Landlord stated that the Tenant has been engaged in behaviour that involves yelling, swearing and accusations and that the Tenant does not disengage when confronted. They stated that the Tenant has acted violently and is verbally aggressive including yelling and slamming doors. They stated that the residential property has 24-hour staff and noted that the staff now works with the door closed due to safety concerns with the Tenant.

The Landlord referenced their documentary evidence which they stated include log notes regarding the Tenant's harassment and threats towards two other occupants in the building, log notes regarding abusive behaviour towards staff, caution notices, and further notes about conduct issues with the Tenant.

The log notes include incidents of the Tenant yelling at other occupants, police attendance at the rental unit, name calling and yelling towards staff and other residents, throwing things out of the rental unit, banging on other resident's doors and other incidents. In a log note dated July 5, 2019 the staff member who wrote the note stated the following:

I cleaned up the smashed glass that [the tenant] threw at [another resident's] window. There was a big glass [illegible] and a beer bottle that she tossed up at his window last night.

The Landlord also submitted a log note dated May 1, 2019 regarding a fight between the Tenant and another resident. The note indicates that the other resident pushed the Tenant who pushed back, and the other resident fell to the ground. The police were called, and the note indicates that the resident was lying on her back with the Tenant "straddled above her continuously punching [the other resident]".

The Landlord also submitted into evidence multiple caution notices that had been provided to the Tenant.

The Landlord stated that they often view camera footage to gather more information on what occurred and have witnessed the Tenant yelling at staff, flipping off the cameras, knocking on another resident's door and then leaving quickly and kicking a door on the way past.

The Landlord also noted that the log notes regarding the incidents that occur are factual accounts of events that are taken very seriously. She stated that they are written as legal documents.

The Tenant testified as to the issues she has had with two other residents in the building that have been harassing and stalking her. She stated that she takes care of her rental unit and keeps to herself. The Tenant stated that she does not get any help from the staff which causes her to reach her breaking point and snap at the staff or other residents, although not deliberately. She submitted that due to this she has yelled and swore at the staff before, but that

she always apologizes the next day. She admitted to telling the staff members to “fuck off” after they were mean to her but that she apologized the next day.

The Tenant stated her position that she has been targeted and that the Landlord is trying to paint a picture of her that is not accurate. She stated that she was tired of her neighbour littering so threw something at his window when intoxicated, but later provided him money to fix the window. She stated that after this she threw her clothes off the balcony of her rental unit and left the building to calm down. The Tenant stated that her actions are due to standing up for herself, such as yelling back after she is yelled at first.

The Tenant responded regarding the fighting incident with the other resident and noted that the other resident had been trying to fight her since she moved in. She stated that she finally gave in and pushed her after the other resident started escalating the situation.

The Tenant confirmed that she has received some of the warning notices. She disagreed with the information provided in the log notes as stated that the notes were not based on what actually happened. She also noted that the information provided by the Landlord is inaccurate due to other residents trying to place blame on her.

Analysis

The Landlord has applied for an order to end the tenancy early pursuant to Section 56 of the *Act*. Section 56(2) of the *Act* states the following:

- (2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,
 - (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;
 - (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 residential property,
- 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.

Based on the testimony and evidence of the Landlord, I find sufficient evidence to establish that the Tenant is significantly interfering or unreasonably disturbing other occupants or the landlord and putting the Landlord's property at significant risk pursuant to Sections 56(2)(a)(i) and (iii).

While the Tenant disputed the information in the Landlord's documents, she did admit to swearing at staff, throwing items off of her balcony and throwing items at another resident's window causing damage.

In this matter, I find that the Landlord submitted a significant amount of evidence to support their testimony. Upon review of the incident reports/log notes, it seems that the issues with the Tenant have escalated and have involved verbal and physical altercations with staff and other residents.

In particular, I find that throwing items at another resident's window and becoming involved in a physical altercation to be of significant concern. I also do not find it reasonable that the staff should endure multiple incidents of swearing or yelling from the Tenant.

While the Tenant testified as to reasons why she "snapped", I do not find sufficient evidence to support her testimony and to dispute the claims of the Landlord as presented in their testimony and evidence.

I also find a number of caution notices that were provided to the Tenant regarding the concern for the Tenant's behaviour, although it seems that the issue continued following issuance of these warnings and as stated seems to have escalated.

Due to the escalation of the Tenant's actions and the significance of the incidents as reported by the Landlord, I am also satisfied that it would be unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect as required by Section 56(2)(b) of the *Act*.

Therefore, I find that the Landlord has met the burden of proof for me to be satisfied that the Landlord is entitled to an Order of Possession to end the tenancy pursuant to Section 56 of the *Act*. As such, I grant the Landlord a two-day Order of Possession.

Conclusion

Pursuant to Section 56 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 08, 2019

Residential Tenancy Branch