



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 hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for An order for an early termination of tenancy and an Order of Possession for an immediate and severe risk pursuant to section 56.

The landlord attended the hearing represented by KV, property manager and KK, building manager ("landlord"). The tenant attended with a support worker, NT. The tenant testified he was properly served with the landlord's Notice of Expedited Hearing and had no issue with timely service of documents.

Issue(s) to be Decided

Can the landlord show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. The month to month tenancy began on February 20, 2019 with rent set at \$464.00 per month payable on the first day of the month. A security deposit of \$232.00 was collected by the landlord which she continues to hold.

The rental unit is a self contained "motel style" unit in a supportive housing facility. The occupants in the building are provided with support services for their complex needs including agoraphobia, mental health issues, substance abuse issues and chronic homelessness. The landlord testified they provide support and care for the residents to stabilize them but do not evict tenants because of health or substance

abuse issues. Each unit is designated single room occupancy (“SRO”) meaning only one person is permitted to live in the rental unit.

The landlord testified that when the tenant first moved in, the landlord was aware he had a girlfriend but the tenant assured her that he understood his girlfriend was not allowed to live there with him and would not do so. Since the tenant moved in, he has not been able to keep his girlfriend away. The landlord provided a log of multiple incidents where the tenant and his girlfriend fought or when the tenant or his girlfriend caused disturbances to the other occupants of the building in the common areas or hallways. Several instances of the landlord’s staff or police intervention were noted in the landlord’s logs provided as evidence.

The landlord testified that she was not confident the tenant would abide if he were to be served with a One Month Notice to End Tenancy for Cause. Due to the amount of occurrences and the ongoing disturbance to the other vulnerable occupants in the building, an expedited hearing would be justified.

The tenant testified that many of the instances of fights between himself and his neighbours was due to the neighbour’s threats to the girlfriend and the neighbour’s substance abuse problems. He never instigated any issues between himself and others and has tried to use diplomacy in addressing the noise issues with his neighbours. The tenant acknowledges his girlfriend suffers from bipolar issues and that causes her to instigate fights with him and others. The tenant testified he understands his girlfriend is not allowed to live in his unit however he sometimes allows her to stay there occasionally when it’s cold outside and she cannot go to a shelter.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord’s notice for cause.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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 interests 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;
- engaged in illegal activity that 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;
- engaged in illegal activity that 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, the tenant 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.

Residential Tenancy Branch Policy Guideline PG-51 [Expedited Hearings] provides further clarification at part B:

... there are circumstances where the director has determined it would be unfair for the applicant to wait 22 days for a hearing. These are circumstances where there is an **imminent danger to the health, safety, or security of a landlord or tenant**, or a tenant has been denied access to their rental unit. (bold emphasis added)

...

Applications to end a tenancy early are for **very serious breaches only** and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month).

The landlord has provided evidence of significant interference or unreasonable disturbance to other occupants of the residential property. While the evidence provided may justify the issuance of a One Month to End Tenancy for Cause pursuant to section

47; the landlord has not satisfied me that it would be unreasonable to wait for a One Month Notice to take effect.

I have reviewed the logs provided as evidence and can reasonably conclude that the fighting between the tenant and his girlfriend disturbs the other tenants in the residential property however there are no incidents of actual violence caused by the tenant or his guest. I am not satisfied there is an imminent danger to the health, safety, or security of a landlord or tenant that would cause me to end the tenancy pursuant to section 56 of the *Act*.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution. Under the circumstances, I find it would be reasonable for the landlord to serve the tenant with a One Month Notice to End Tenancy for Cause pursuant to section 47. After being served with the Notice, the tenant may either dispute the notice in accordance with section 47(4) or accept the tenancy ends on the effective date of the notice.

Accordingly, the landlord's application for an early end to tenancy pursuant to section 56 of the *Act* is dismissed.

Conclusion

The landlord's application for an early end to tenancy pursuant to section 56 of the *Act* is dismissed.

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: October 08, 2019

Residential Tenancy Branch