



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
INC. 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* ("Act") for:

- an early end to tenancy and an Order of Possession, pursuant to section 56.

The landlord's two agents, landlord SI ("landlord") and "landlord JS," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the portfolio manager and that landlord JS was the building manager and that both had permission to represent the landlord company named in this application at this hearing. This hearing lasted approximately 69 minutes.

This matter was filed as an expedited hearing under Rule 10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). The landlord filed this application on October 4, 2019 and a notice of hearing was issued by the RTB on October 10, 2019. The landlord was required to serve that notice, the application, and all other required evidence to the tenant. The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act* and in compliance with RTB *Rule* 10, I find that the tenant was duly served with the landlord's application. The tenant confirmed that he did not submit any documentary evidence for this hearing.

Both parties affirmed that they were ready to proceed with the hearing. The tenant testified that although he did not find a lawyer or advocate to represent him at this hearing, he wanted to proceed with the hearing and represent himself. The tenant confirmed that he did not want an adjournment of this hearing. The tenant spoke for most of the 69-minute hearing time. The tenant confirmed that he wanted to proceed with the hearing and for me to make a decision, rather than agree to a settlement with

the landlord. The tenant was given ample time to make this decision and I answered all of his questions regarding the settlement and hearing procedures. The tenant was cautioned about the possible outcomes of my decision repeatedly and chose to pursue a hearing of this matter.

Issues to be Decided

Is the landlord entitled to an early end to tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the landlord's documentary evidence and the testimony of both parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This month-to-month tenancy began on June 10, 2017. Monthly rent in the amount of \$375.00 is payable on the first day of each month. A security deposit of \$187.50 was paid by the tenant and the landlord continues to retain this deposit. The tenant continues to reside in the rental unit.

The landlord stated that the tenant has threatened the female staff and they are fearful of working at the rental building. She said that they do not work alone when the tenant is present. She said that on April 18, 2019, the tenant dropped a wheelchair cart down the stairs at the rental property and it hit a male employee, he had to go to the hospital and take time off work. The landlord provided a witness statement from this employee, confirming the above. The tenant agreed that the above happened, but the employee should not have been standing at the bottom of the narrow stairs, he apologized for hitting him in the shins, and he was trying to pull the cart up the stairs with a rope when it broke. He said that he got a breach letter from the landlord for the incident.

The landlord claimed that on April 24, 2019, the tenant grabbed the arm of a female employee, she provided a witness statement for same, the police were called, and the tenant was given a breach letter by the landlord. The tenant said that he had a female friend over at the rental building even though he knew no guests were allowed during "welfare week." He stated that the landlord's employee went after his friend, saying she was not allowed at the building, so he stood in between them and put his hand around the employee's bicep to slow her down. He claimed that he did not grab her arm, he did not assault her, and even though the police attended, there was no assault after they

reviewed the video surveillance. He explained that he left the building, but he was not charged by the police and no warrant was issued for his arrest. He claimed that the employee's statement was not signed.

The landlord testified that on July 18, 2019, the tenant threw a bottle of urine at the landlord's staff and she personally witnessed this on video surveillance. The landlord provided a photograph of the bottle of urine. The tenant stated that he lost his keys to the bathroom, he asked the landlord's female employee if he could use the bathroom, and she refused. He said that he had no choice but to urinate in a bottle in his room, he sealed it properly, and left it for the employee on the table because he did not want it to stink up his room and he did not want it to leak in the garbage. He claimed that he did not want to urinate outside in the alley, so he had no other choice. He stated that he thought the landlord could properly dispose of the urine, since she would not let him use the bathroom. He maintained that he did not throw the urine bottle at anyone.

The landlord stated that on August 19, 2019, the tenant threw items from his room in the hallway at the rental property. She said that the tenant tore up his room, threw glass and chairs, and called the landlord's female employees vulgar names. The tenant denied this, stating that he did not assault anyone or call them vulgar names. He explained that he cleans out his room and has to use the hallway because his room is so small. He stated that he was getting ready to move so he had a lot of items. The landlord claimed that after this incident, she issued a 1 Month Notice to End Tenancy for Cause, dated August 19, 2019 ("1 Month Notice") to the tenant, effective on September 31, 2019. The landlord claimed that she tried to help the tenant find alternative housing, but he refused and has not moved out pursuant to the 1 Month Notice. The landlord provided a letter regarding the various incidents and how her female staff feel unsafe working at the rental property and refuse to work alone while the tenant is present.

The landlord maintained that approximately one week prior to this hearing date on October 22, 2019, the tenant stole a refrigerator from the community kitchen at the rental property and dragged it into his room. She said that she witnessed this incident on video surveillance. The tenant agreed that he took the refrigerator but said that he borrowed it from 7:00 a.m. and returned it by midnight on the same day, to make a point that he did not have a refrigerator for six months and the landlord refused to replace it or help him. He agreed that he did not have the landlord's permission but claimed that he did not need it because he can use the common facilities at the rental property. Landlord JS testified that on October 21, 2019, the day before this hearing, the landlord's female staff were afraid to ask the tenant to clean his space in the community

kitchen because they were afraid of his reaction. The tenant said that he did not take over the kitchen, he was simply organizing and stacking magazines.

Analysis

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the thirty days indicated on a 1 Month Notice, due to the reasons identified in section 56(2) of the *Act* **AND** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

To satisfy section 56(2)(a) of the *Act*, the landlord must show, on a balance of probabilities, 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;*
 - (iii) put the landlord's property at significant risk;*
 - (iv) engaged in illegal activity that*
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

On a balance of probabilities and for the reasons stated below, I find that the tenant significantly interfered with and unreasonably disturbed the landlord and the landlord's staff agents. I also find that the landlord's application meets the second part of the test under section 56(2)(b) of the *Act*. I find that the landlord provided sufficient evidence that it would be "unreasonable" or "unfair" to wait for a 1 Month Notice to take effect, as the effective date of the landlord's 1 Month Notice has already passed at the end of September 2019.

I find that the landlord provided sufficient evidence regarding the urgency and seriousness of this situation. The landlord and landlord JS provided affirmed testimony under oath, that the tenant engaged in disturbing behavior, causing fear, particularly among their female employees, who refuse to work alone in the presence of the tenant. The landlord provided documentary evidence, in the form of letters from these employees, as well as photographs, showing the incidents described above. The tenant did not provide any documentary evidence or witness testimony at this hearing.

I find that the tenant caused a number of incidents causing significant interference and unreasonable disturbance to the landlord and the landlord's staff at the rental property. I accept the landlord's and landlord's JS's documentary and testimonial evidence that the tenant dropped a wheelchair cart on an employee, causing him injury and time off work. The tenant grabbed the arm of another employee, causing police attendance, which the tenant agreed occurred. The tenant agreed that he gave the landlord's staff a bottle of his urine to dispose of because he was refused access to the bathroom. The tenant agreed that he left items from his room all over the hallway of the rental property on multiple occasions. The tenant agreed that he took the refrigerator from the community kitchen to put in his room, without the landlord's permission, to make a point that he did not have a refrigerator and he needed one. I also note that, throughout the hearing, the tenant was imitating the reactions of the landlord's staff when describing the above incidents and laughing when explaining how and why the incidents occurred.

Accordingly, the landlord's application for an early end to tenancy is allowed. The landlord is granted an order of possession effective two (2) days after service on the tenant.

Conclusion

The landlord's application is allowed. I grant an Order of Possession to the landlord effective two (2) days after service on the tenant. Should the tenant or anyone on the premises 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: October 23, 2019

Residential Tenancy Branch