



Dispute Resolution Services

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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 was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and for an Order of Possession, as the Tenant poses an immediate and severe risk to the other tenants.

The two agents for the Landlord, N.B. and D.J. (the "Agents") appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant, although the teleconference phone line remained open for over 16 minutes and was monitored throughout this time. The only persons to call into the hearing were the Agents, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Agents.

The Agents said that they served their Application and documentary evidence on the Tenant via registered mail about three weeks prior to the hearing. They said they included all of the documents submitted to the Residential Tenancy Branch ("RTB"). However, I advised the Agents that there were documents they uploaded in the 24 hours prior to the hearing that I would not consider, even if they served this on the Tenant, because it did not give the Tenant time to consider and respond to this evidence. Pursuant to section 90 of the Act, I find on a balance of probabilities that the Application, Notice of Hearing and initial documentary evidence was served on the Tenant in compliance with the Act.

I explained the hearing process to the Agents and gave them an opportunity to ask questions about the process. During the hearing the Agents were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the RTB Rules of Procedure;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Agents provided their email address at the outset of the hearing and confirmed their understanding that the Decision would be emailed to the Landlord and mailed to the Tenant, and that any Orders would be sent to the appropriate Party in this manner.

Issue(s) to be Decided

- Is the Landlord entitled to an Early Termination of the Tenancy and an Order of Possession?

Background and Evidence

The Parties agreed that the periodic tenancy began on July 30, 2018, with a monthly rent of \$375.00, due on the first day of each month. The Parties agreed that the Tenant paid a security deposit of \$187.50, and no pet damage deposit.

In the hearing, the Agent, N.B., said:

Since [the Tenant] moved in, there have been a number of complaints, threats, and a lot of comments made to women in particular. He knocks on ladies' doors, making inappropriate comments. There are staff members whom he never respects or follows their rules, and he refuses to follow rules of the building. Once he stood outside the front office staring at the staff member and swinging a golf club. We told him that this was threatening behaviour, but he denied that it was.

This week he had a physical encounter with another male tenant. This shows his behaviour has escalated and that he poses a threat to others.

When I asked the Agents why it would be unreasonable or unfair to the Landlord and other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect, the Agent said the following:

The threat he poses is pretty significant. There have been a number of complaints from female tenants. We try to make this a safe place for women to

live. Taking that into account, we think it necessary to address the issue as soon as possible.

I've had conversations with [the Tenant] and we've worked closely with him to increase his status in the building. He agreed to go to treatment for 4 – 5 weeks, but he came back and the behaviour escalated. We tried to work closely with him, but it isn't working for us.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

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, in this case, the Landlords.

Section 56 of the Act establishes grounds on which a landlord may apply for dispute resolution to request an early termination of a tenancy and Order of Possession. In order to grant such an Order, I need to be satisfied that the Tenant has done any of the following:

1. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. put the landlord's property at significant risk;
4. has 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;
5. has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
6. 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 tenancy under section 47 to take effect.

In this case, I find that the Landlord has established on a balance of probabilities that

the Tenant has done the first two and the fourth actions noted above. I also find that the last statement above holds true.=.

I, therefore, find that the Landlord has met the burden of proof in this matter. I further find that it would be unreasonable and unfair for the Landlord and other occupants to wait for a One Month Notice to End Tenancy to take effect. Accordingly, and pursuant to section 56(1) of the Act, I order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant. I grant the Landlords an Order of Possession, which must be served on the Tenant and is effective two days after the date of service.

Conclusion

The Landlord has established on a balance of probabilities that the Tenant's behaviour warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I Order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenant.

I grant the Landlord an Order of Possession, which must be served on the Tenant, and which is effective two days from the date of service on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: November 14, 2019

Residential Tenancy Branch