



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, made on October 21, 2019 (the "Application"). The Landlord applied for an order of possession to end a tenancy early for immediate and severe risk, pursuant to the *Residential Tenancy Act* (the "Act").

Preliminary Matters

The parties had a dispute resolution hearing scheduled on November 14, 2019. The Landlord's Agent attended the hearing; however, no one appeared for the Tenant. In the decision dated November 14, 2019, the Arbitrator awarded an order of possession to the Landlord. The Tenant applied for a review consideration on November 18, 2019 and was granted a new hearing based on the fact that he did not receive the Landlord's Application.

The Landlord's Agent A.M., and the Tenant attended the review hearing at the appointed date and time and provided affirmed testimony.

A.M. testified the Application and documentary evidence package was served to the Tenant by registered mail on October 25, 2019. The Tenant confirmed receipt. The Tenant stated that he served a copy of his documentary evidence to the Landlord on December 10, 2019. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on July 30, 2018. Currently the Tenant is required to pay rent in the amount of \$375.00 which is due to be paid to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$187.50 which the Landlord continues to hold.

A.M. stated that the Landlord is seeking to end the tenancy early based on the fact that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. A.M. stated that the Landlord has received several complaints from other occupants as well staff regarding their concerns with the Tenant's threatening and physical abusive behaviour at the rental property.

A.M. stated that the Landlord has served the Tenant with a One Month Notice to End Tenancy for Cause dated October 15, 2019 which was posted to the Tenant's door, as well sent to the Tenant via registered mail on October 15, 2019. A.M. stated that the Tenant has had some recent incidents of assaultive behaviour with other occupants in the rental building as well as arguing and threatening staff. A.M. stated that the Tenant has been issued several written warnings. As well as a Last Chance Agreement on February 6, 2019. The Landlord has provided copies of the warning letters in support.

Since then, A.M stated that the Tenant has continued his abusive behaviour. On October 13, 2019, A.M. stated that the Tenant was seen on video surveillance engaging in a physical altercation with a female occupant. A.M. stated that the Tenant was also involved in an unprovoked attack on another male occupant, striking him in the face while he was using the telephone on November 12, 2019. A.M. stated that the Tenant has uttered threats and racist insults towards staff in the rental property which has been documented in staff log notes. The Landlord provided video surveillance footage as well as staff log notes in support.

In response, the Tenant stated that he currently suffers for addiction issues and that the rental property has been designed to house individuals who struggle with addictions and are difficult to house. The Tenant stated that the staff at the rental property are meant to

support him, however, he feels as though there is a lack of programming and support available to him. The Tenant stated that the staff log books are third party information.

The Tenant feels as though the staff should be better at resolving conflicts rather than telling him he's doing things wrong. The Tenant stated that he has not incurred any criminal charges throughout his tenancy and that no one has been harmed. The Tenant provided a written statement from a female occupant who accepted responsibility for the altercation that took place on October 13, 2019.

Analysis

Based on the affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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...

- (a) *The tenant or a person permitted on the residential property by the tenant had 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 landlords 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.

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlord has applied for an order of possession to end the tenancy early based on immediate and severe risk. During the hearing, A.M. indicated that the reason for seeking an order of possession was in relation to ongoing concerns regarding threats and violence from the Tenant towards other occupants and staff in the rental property.

I accept that the Landlord provided copies of warning letters issued to the Tenant regarding the Landlord's concerns, staff log notes regarding describing the incidents, video surveillance footage of the Tenant assaulting other occupants in the building.

The Tenant during the hearing took the opportunity to minimize his behaviour and the impact of his actions and deflect responsibility of his actions to the staff members at the rental property. While the Tenant argued that his actions have not resulted in criminal convictions, I find that the Landlord has provided sufficient evidence to demonstrate that the situation is so urgent that the tenancy should end pursuant to Section 56 of the Act.

I find that the order of possession granted by the Arbitrator in the decision dated November 14, 2019 is confirmed and may be enforced.

Conclusion

The Landlord has provided sufficient evidence to demonstrate that the situation is so urgent that the tenancy should end pursuant to Section 56 of the Act.

The order of possession granted by the Arbitrator in the original decision dated November 14, 2019 is confirmed and may be enforced.

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: December 20, 2019

Residential Tenancy Branch