



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFT

### Introduction

On December 13, 2019, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

M.G., I.O., and J.P. attended the hearing as agents for the Landlord. However, the Tenant did not attend the 18-minute hearing. All in attendance provided a solemn affirmation.

M.G. advised that the Tenant was served the Notice of Hearing and evidence package by registered mail on December 13, 2019 and the tracking history indicated that the Tenant signed for this package on December 19, 2019. Based on the evidence and the undisputed, solemnly affirmed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing package and Landlord’s evidence.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

M.G. advised that the tenancy started on February 1, 2018 and that rent was currently established at an economic rate of \$1,124.00 per month and a subsidized rate of \$375.00 per month. Rent was due on the first day of each month. A security deposit of \$451.00 was also paid.

I.O. advised that they believe that the safety of their staff and the other tenants in the building is at risk due to the Tenant's past behaviours. The Tenant has displayed increased aggressiveness, especially over the last two months. On May 28, 2018, she stated that the Tenant brandished a knife on an individual; however, the victim elected not to press charges. The Tenant was issued a warning letter based on this altercation and was reminded of the zero-tolerance policy in the tenancy agreement pertaining to inappropriate behaviours. Documentary evidence was submitted to corroborate this incident.

On January 23, 2019, she stated that the Tenant confronted another tenant in the building's elevator, that he assaulted this person, and that he threatened to "shank" him. The police were notified, and documentary evidence was submitted to corroborate this incident.

On October 15, 2019, she stated that the Tenant was observed on security camera footage illegally entering another tenant's rental unit and stealing her property. He was then observed returning to his rental unit with this property. The police were notified and there is an ongoing investigation related to this matter. Documentary evidence was submitted to corroborate this incident.

On two separate occasions in October 2019 and November 2019, the Tenant was verbally abusive and aggressive with staff of the building. The Tenant was issued warning letters based on these altercations and was reminded of the zero-tolerance policy in the tenancy agreement pertaining to inappropriate behaviours. Documentary evidence was submitted to corroborate this incident.

On December 6, 2019, the police executed a search warrant on the Tenant's rental unit due to a suspected homicide investigation. The police took a chainsaw to the door of

the rental unit to gain entry. Documentary evidence was submitted to corroborate this incident.

A new door was installed in the rental unit to replace the one that was damaged by the police. The Tenant then inscribed on the front of the door “Fuck the VPD” and wrote the following on the inside of the door:

YOU ARE ALL RATS.  
VNHS – THERES BEEN 3  
MANAGERS SINCE DEC 2015.  
??? HAVE DIED HERE, 2 OF  
THEM MY FAMILY ...  
WHOS NEXT? I KEPT IT SAFE  
NO ONE ALLOWED 2 ???  
???? IS ??? BURF  
THE VIOLENCE WILL  
GET WORSE. I AM IM  
INNOCENT. THEY USE  
YOUNG NATIVE WOMEN  
2 BUILD CASES AGAINST  
BROTHERS IN

She stated that the Tenant is still under investigation by the police. Furthermore, she stated that staff and other tenants of the building are rightfully scared for their safety.

### Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.*

Based on the undisputed evidence and affirmed testimony before me, I am satisfied that the Tenant has engaged in a past pattern of behaviours that are intentional, aggressive, and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging in illegal activity that has caused or is likely to cause damage to the Landlord's property; engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord must also demonstrate that "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 for cause" to take effect. Based on the undisputed evidence of the Tenant's ongoing, troublesome behavior, given that the Tenant has outright acknowledged that there have been violent behaviours in the past by stating that "The violence will get worse", and given that the Tenant has threatened that the violence will escalate, I accept that there is likely a genuine concern for the ongoing safety of the staff and other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of

Section 72 of the *Act*, I allow the Landlord to retain this amount from the security deposit in satisfaction of the debt outstanding.

Conclusion

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: January 3, 2020

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Residential Tenancy Branch