



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On April 14, 2020, the Landlord submitted an Application for Dispute Resolution for an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing. The Landlord attended the hearing; however, the Tenant did not.

The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding in person on April 16, 2020 delivered to an adult person in the rental unit. The Landlord testified that the Tenant's roommate answered the door and received the Notice of Dispute Resolution and immediately handed it to the Tenant who took it and ripped it up.

Based on the testimony before me, I find that the Tenant was served with the Notice of Dispute Resolution Hearing in accordance with sections 89 of the Act and failed to attend in the hearing.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Background

The Landlord testified that the tenancy began on November 1, 2019, as a six-month fixed term tenancy. The Landlord testified that rent in the amount of \$800.00 is due by the first day of each month. The Landlord testified that the Tenant paid a security deposit of \$400.00.

The Landlord testified that on April 5, 2020, she attended the Tenant's door to discuss payment of rent. The Landlord testified that the Tenant told her that he does not have

to pay rent right now. She testified that she told the Tenant that they need to discuss that because she has a mortgage to pay. She testified that the Tenant responded that it doesn't matter and that he does not need to pay rent right now and he got angry with the Landlord.

The Landlord testified she was at the entrance to the suite and partially turned away when the tenant pushed her away and she fell to the ground injuring herself. She testified that she called 911 and ambulance and police attended.

The Landlord testified that she suffered dizziness, injuries, and bruising. The Landlord provided photographs of herself showing bruising. The Landlord testified that injuries shown in the photographs were sustained when she fell to the ground.

The Landlord stated that the Tenant has anger management issues and she is afraid of the tenant. The Landlord is seeking an early end of tenancy and an order of possession for the rental unit.

Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order 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 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a

person permitted on the residential property by 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 interest 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,

- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.**

[my emphasis]

Analysis

Based on the evidence above, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

The Tenant was personally served with the Notice of Dispute Resolution Proceeding on April 16, 2020 and did not attend the hearing to oppose the Landlord's application.

I find that the Tenant pushed the Landlord resulting in a fall and injuries to the Landlord. I find that the Tenant seriously jeopardized the health or safety or a lawful right of the Landlord. While it is possible that the Tenant did not intend for the Landlord to fall, I find that the Tenant pushed her. I consider the incident to be an aggressive act which amounts to an assault.

I find that the Tenant seriously jeopardized the health or safety, or a lawful right of the Landlord and it would be unreasonable, or unfair to the Landlord, to wait for a notice to end the tenancy under section 47 to take effect.

Therefore, I am ordering that the tenancy will end immediately.

I find that the Landlord is entitled to an order of possession, effective two days after service on the Tenant pursuant to **section 56** of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I note that on March 30, 2020 the Minister of Public Safety and Solicitor General declared a state of emergency because of the COVID -19 pandemic. The Ministerial Order provides that a Landlord must not issue a notice to end tenancy while the Order is

in effect. The Order provides that the director must not grant an order of possession under section 55(1) or 55(2) of the Act. A Landlord must not file an order of possession in the Supreme Court of British Columbia unless the order of possession was granted under section 56 or 56.1 of the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the Tenant's security deposit.

Conclusion

I find that the Tenant assaulted the Landlord by pushing her. The Tenant seriously jeopardized the health or safety, or a lawful right of the Landlord and it would be unreasonable, or unfair to the Landlord to wait for a notice to end the tenancy under section 47 to take effect.

The tenancy is ending immediately.

The Landlord is granted an order of possession under section 56 of the Act effective one (2) days after service on the Tenant.

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: May 05, 2020

Residential Tenancy Branch