



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SRSN Ventures Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on May 27, 2020 (the “Application”). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). The Landlord also sought reimbursement for the filing fee.

The Agents M.M. and A.B. appeared at the hearing for the Landlord. The Tenant did not appear at the hearing. I explained the hearing process to the Agents who did not have questions in this regard. The Agents provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord’s evidence.

A.B. testified that the hearing package and evidence were sent to the rental unit by registered mail May 29, 2020. The Landlord had submitted the customer receipt for this with Tracking Number 1 on it. The Landlord had also submitted the delivery confirmation for this showing the package was delivered June 01, 2020. The delivery confirmation shows the signature option was not requested.

Based on the undisputed testimony of A.B., the customer receipt and the delivery notification in evidence, I am satisfied the Tenant was served with the hearing package and evidence in accordance with sections 88(c) and 89(2)(b) of the *Act*. I acknowledge that the Landlord did not request the signature option for the package; however, I find this acceptable here given the changes to registered mail and signing for packages in place due to the current pandemic. Based on the delivery confirmation, I am satisfied the Tenant received the package June 01, 2020. Further, pursuant to section 90(a) of

the *Act*, the Tenant would be deemed to have received the package June 03, 2020 in any event.

Given the above, I find the Landlord complied with rule 10.3 of the Rules of Procedure (the “Rules”) in relation to the timing of service. I also find the Landlord complied with the Director’s Order issued June 26, 2019 in relation to methods of service for expedited hearings. I find the timing of service sufficient.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Agents were given an opportunity to present relevant evidence and make relevant submissions. I have considered the documentary evidence and all oral testimony of the Agents. I will only refer to the evidence I find relevant in this decision.

#### Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?
2. Is the Landlord entitled to reimbursement for the filing fee?

#### Background and Evidence

A written tenancy agreement was submitted in evidence. The tenancy started April 01, 2019 and is a month-to-month tenancy. Rent is \$850.00 per month. The Tenant paid a \$425.00 security deposit. The agreement is signed for the Landlord and by the Tenant.

A.B. confirmed the Landlord is seeking to keep \$100.00 of the security deposit towards the filing fee.

M.M. testified as follows. On May 15, 2020 at 11:00 a.m., he was sitting with other tenants outside the building talking and having a normal conversation. The Tenant came out screaming at them for making too much noise. Later that day, the Tenant came out with a can of bear spray and pointed it at him and another tenant. The Tenant started to squeeze the trigger. The other tenant reached out to get the bear spray and was covered in bear spray. The other tenant was able to get the bear spray away from the Tenant. The Tenant was belligerent, yelling and threatening him and the other tenant. Police were called and attended. The police arrested the Tenant for this incident.

M.M. further testified as follows. On May 16, 2020, other tenants were close to the rental unit talking. The Tenant came out of the rental unit and threatened to bear spray them. The tenants reported this to police who again came and arrested the Tenant. He did not witness this incident. The other tenants told him about this incident, and he was present when the other tenants gave their statements to police about the incident.

M.M. further testified as follows. Other tenants in the building have provided a letter about the Tenant screaming at them and threatening them because the Tenant believes they are making too much noise. The other tenants are not making too much noise. The other tenants are afraid of the Tenant.

M.M. submitted that it would be unreasonable or unfair to require the Landlord to address the issues with the Tenant through a One Month Notice issued under section 47 of the *Act* because the Tenant's behaviour has not changed. M.M. testified that the Tenant continues to yell and scream at other tenants and the other tenants are afraid of the Tenant.

A.B. testified that the Landlord has received numerous phone calls about the Tenant's behaviour. A.B. testified that the other tenants in the building feel threatened and cannot enjoy their rental units with the Tenant present. A.B. testified that the other tenants in the building are scared and intimidated by the Tenant's behaviour.

The Landlord submitted a written complaint about the Tenant from other tenants in the building.

### Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early where two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one 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. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause under section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test.

I am satisfied based on the undisputed testimony of M.M. that the Tenant approached M.M. and another tenant with a can of bear spray and pointed it at them on May 15, 2020. I am also satisfied the Tenant did use the bear spray and that the other tenant was covered in bear spray. I am also satisfied the Tenant was belligerent, yelling and threatening M.M. and the other tenant. I am also satisfied the police were called and the Tenant was arrested in relation to this incident.

I am satisfied based on the undisputed testimony of M.M. that the Tenant then threatened to bear spray other tenants in the building the following day. I am also satisfied the police were called and the Tenant was again arrested in relation to this incident.

I am satisfied based on these two incidents that the Tenant has significantly interfered with or unreasonably disturbed M.M. and other tenants.

I am also satisfied based on the above two incidents that this is an urgent situation and that it would be unreasonable or unfair to require to the Landlord to issue the Tenant a One Month Notice under section 47 of the *Act*. I find this mainly because of the seriousness of the Tenant's behaviour. I am satisfied based on the undisputed testimony of the Agents that other tenants in the building are afraid of the Tenant due to the Tenant's behaviour. I find this reasonable given the Tenant's behaviour on May 15<sup>th</sup> and May 16<sup>th</sup> in relation to bear spray. I am satisfied the Tenant's behaviour in relation to the bear spray was not a one-time incident as the Tenant used and threatened to use bear spray on May 15<sup>th</sup> and then again May 16<sup>th</sup>. I accept the undisputed testimony of

M.M. that the Tenant's behaviour is continuing. I am satisfied in these circumstances that the Landlord should not have to wait to end this tenancy.

I am satisfied the Landlord has met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit which is effective two days after service on the Tenant.

Given the Landlord was successful, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*. The Landlord can keep \$100.00 of the security deposit as reimbursement for the filing fee pursuant to section 72(2) of the *Act*.

### Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is entitled to reimbursement for the \$100.00 filing fee. The Landlord can keep \$100.00 of the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 16, 2020

---

Residential Tenancy Branch