



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Raamco International Properties Canadian
Ltd and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an early end to this tenancy and an Order of Possession pursuant to section 56; and authorization to recover the filing fee for this application, pursuant to section 72.

GM represented the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As the tenant confirmed receipt of the landlord's dispute resolution hearing package for this application and evidence, I am satisfied that the tenant was served with this package and evidence in accordance with sections 88 and 89 of the Act. The tenant did not submit any written evidence for this hearing.

Issues(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 for this application from the tenant?

Background and Evidence

This month-to-month tenancy began on May 1, 2016 with monthly rent currently set at \$906.00, payable on the first of every month. The landlord had collected a security deposit in the amount of \$410.00, which the landlord still holds.

The landlord had served the tenant with a 1 Month Notice for Cause on April 27, 2020. The landlord testified that he had served the tenant with the 1 Month Notice as the tenant continues to engage in behaviour that involved both verbal abuse and physical violence towards him, as well as the damage of the landlord's property.

The landlord testified that the tenant had been given several warnings about his behaviour, and have included the warning letters in their evidentiary materials. The first warning letter was dated May 2, 2019, and it was issued after the tenant had verbally abused the resident manager. The landlord described a recent incident where the tenant had thrown an object at him, and kicked a hole in the wall. The landlord included a photo of the hole in the wall, along with a repair quote, and a warning letter dated April 27, 2020

The landlord expressed concern about the nature of the repeated incidents, which the landlord feels has jeopardized his well-being and safety in the course of his job, which entails regular interaction with the tenant. The landlord had issued the 1 Month Notice on April 27, 2020, during the period covered by the Ministerial Order dated March 30, 2020, restricting the landlord's right to issue a 1 Month Notice. The landlord confirmed that he was advised that he had the option of filing under section 56 for an early end of the tenancy for the above reasons.

The tenant testified that he had resided there for 4 years with no issues. The tenant testified that the landlord's agent was the one who was disrespectful towards him, and disputes having thrown anything at the landlord or causing damage to the landlord's property.

The tenant feels that the landlord has been unresponsive to his issues and concerns, and that the landlord has made false accusations, which may be associated with a bias against the tenant based on his background. The landlord disputes this, stating that most of the tenants are immigrants, and that no other tenants have had issues.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. 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.

Despite the fact that the tenant disputes causing the damage to the wall, and throwing an object at the landlord, I do not find the tenant's submissions to be convincing or persuasive. I find that the tenant's own testimony to be dismissive in nature, and demonstrates his frustration towards the landlord. I find that the landlord had provided supporting evidence to support that the tenant has been involved with multiple incidents that involve threatening behaviour by the tenant towards the landlord.

I am not convinced that the landlord was the party that had initiated these altercations. I find that the landlord has met their evidentiary burden on a balance of probabilities that the tenant not only continues to engage in threatening behaviour towards the landlord, but that the behaviour has escalated to a level that now threatens the physical well-being of the landlord. I find that the landlord has been subject to this behaviour in the course of performing his duties, and considering the fact that this has taken place since at least May of 2019, and has escalated significantly to involve the throwing of objects and damage of the property, I find that the tenant poses a continued and significant threat to the landlord and his property. I have considered the fact that the tenant has resided there since May of 2016, but the relationship has changed or deteriorated between the parties. Despite the tenant's concerns that the landlord has shown prejudice or bias against him, I find that this concern was unsupported in evidence, or by witness testimony. I find that the tenant did not provide evidence to support that any formal complaints or applications have been filed by the tenant to deal with these issues

prior to the issuance of the 1 Month Notice. I find that the recent issues are of relevance to this dispute, and I find the tenant's lack of ownership or acknowledgement of his role in these issues to be notable. I find the nature of the incidents described and supported by the landlord's evidence to be disturbing and significant in nature, and meet the test required to end this tenancy early.

Of particular concern is the throwing of objects and significant hole in the wall, which highlights the potential volatility that the landlord may face if this tenancy continues, and the potential for further violence and damage to their property.

Under these circumstances, I find that it would be unreasonable and unfair to the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient undisputed evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord

I allow the landlord's application to recover the \$100.00 filing fee from the tenant. Using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain this \$100.00 from the security deposit.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlord to recover the \$100.00 filing fee by allowing the landlord to retain \$100.00 from the security deposit for this tenancy.

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: June 30, 2020

Residential Tenancy Branch