



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FirstService Residential BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause].

The landlord's agent (landlord) attended; however, the tenant did not attend.

The landlord stated that the tenant was served with their application for dispute resolution package and Notice of Hearing by attaching it to the tenant's door on June 16, 2020. The landlord provided photographs showing the documents attached to the tenant's door and they also supplied a signed and dated Proof of Service - Notice of Expedited Hearing confirming the delivery.

I accept the landlord's undisputed evidence that the tenant was served notice of this hearing in a manner complying with section 89(2) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and or arguments are reproduced here; further, only the evidence specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

The undisputed evidence shows this tenancy began on March 15, 2019 and monthly rent is \$975. The rental unit is in a multi-unit apartment building.

In support of their application, the landlord submitted that the tenant has done at least one of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In support of their application, the landlord submitted that there is a long history of serious incidents involving this tenant, which included going about the residential property drunk, threatening other tenants, and using racist slurs.

The landlord explained that she came to be the property manager at this residential property in March 2020 and wanted to have a fresh start with this tenant.

Unfortunately, according to the landlord, the tenant's behaviour became more serious.

The landlord said that this time, leading to the application for dispute resolution being filed, the tenant became extremely drunk, was abusive to other tenants and staff, again using racist threats.

The landlord said that the other tenants became afraid of her during one of her tirades and the police were called. The police told the tenant to go to her rental unit and stay inside; however, the tenant came out again.

The landlord said that the tenant's aggression became worse and she urinated on the front steps. The landlord submitted that the tenant began spitting at tenants and staff

yelling to them, “I hope you all get the Covid”. At this point, the police returned to the residential property and took the tenant away.

The landlord submitted that all the tenants and staff are afraid of the tenant and fear for their safety.

The landlord said that lately, since the application was filed, the tenant has run naked and screaming in the hallways, throwing rocks and rotten food out of her window.

The landlord’s relevant evidence included a run down of the history with this tenant, the written tenancy agreement, written notices to the tenant about her behaviour, written complaints about the tenant from other tenants, building incident reports, and a copy of a One Month Notice to End Tenancy for Cause (Notice) served on the tenant May 22, 2020.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and other evidence of the landlord, I find that the landlord has met that burden.

I accept the landlord’s undisputed evidence that the tenant has both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find a reasonable person would be unreasonably disturbed about a person spitting at them with the stated purpose of spreading the Covid-19 virus, in light of the known fact the virus is spread by a person’s droplets. I find the tenant’s actions seriously jeopardized the health or safety of other tenants and staff, in light of the ongoing pandemic.

I also find the tenant’s abusive, threatening and racist behaviour towards other tenants would place other tenants in fear for their safety. I find the landlord provided sufficient

proof of the serious nature of the tenant's behaviour due to the police being called to the premises and removing the tenant.

Due to the above, I therefore find that the landlord has proven that the tenant both significantly interfered with or unreasonably disturbed another occupant of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I am also satisfied that it would be unreasonable and unfair to the landlord and other tenants to wait for the One Month Notice to End Tenancy to take effect, due to the possibility of the tenant infecting others with the Covid-19 virus and the threat to the health and safety of the other tenants and staff.

I therefore grant the landlord's application to end this tenancy early.

Conclusion

The landlord's application is successful. I order that the tenancy ended this date, July 6, 2020.

The landlord is granted an order of possession effective two (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: July 6, 2020

Residential Tenancy Branch