



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord appeared, assisted by a family member, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the application for dispute resolution and evidence by posting on the rental unit door on August 3, 2020 in the presence of a witness. The landlord provided into evidence a signed witness statement attesting to service. Based on the evidence I find that the tenant is deemed served with the materials on August 6, 2020, three days after posting, in accordance with sections 88(g), 89(2)(d) and 90(c) of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

This periodic tenancy began in April, 2019. The rental unit is a basement suite in a detached home with the landlord residing in the main floor of the building.

The landlord gave evidence that since the start of the tenancy the tenant has engaged in threatening, dangerous behaviour that has caused strife to the landlords, neighbors and to a roommate. Examples of the behaviour includes stealing personal items, making loud noises throughout the night by howling and screaming, setting off smoke and burglar alarms, and leaving the stove unattended causing fires. Most egregiously the tenant has physically threatened and attacked their roommate with the intent to do bodily harm. The landlord submitted into evidence a witness letter from the roommate who was a victim of the tenant's aggression as well as recordings of the tenant's erratic behaviour around the rental property.

The landlord issued a 1 Month Notice to End Tenancy for Cause dated June 30, 2020. The reasons indicated on the notice for the tenancy to end are:

*Tenant has allowed an unreasonable number of occupants in the unit/site*

*Tenant or a person permitted on the property by the tenant has:*

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

*Tenant has caused extraordinary damage to the unit/site or property/park.*

*Tenant has assigned or sublet the rental unit/site without landlord's written consent.*

The landlord served the 1 Month Notice by posting on the rental unit door on June 30, 2020. The landlord said that they are not aware of the tenant filing an application to dispute the notice.

### Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

I find that the tenant is deemed served with the 1 Month Notice on July 3, 2020, three days after posting, in accordance with sections 88 and 90 of the *Act*. I find that the tenant has failed to file an application for dispute resolution within 10 days of July 3, 2020, the timeline granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ends on the corrected effective date of the 1 Month Notice, August 31, 2020.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy.

I am satisfied with the evidence of the landlord that the tenant has engaged in behaviour that has jeopardized the health and safety of the other occupants of the rental building by threatening death and attacking their roommate. I find the witness letter from the roommate to be sufficient evidence to demonstrate that the tenant has attacked and attempted to physically harm others. I accept the testimony of the landlord that this was not an isolated incident but the most egregious instance of a pattern of violent behaviour. I find that physically attacking others is an inherently dangerous act that seriously jeopardizes health and safety and gives rise to a reason for the tenancy to end.

Therefore, in accordance section 55 of the *Act*, I find that the landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or any occupant on the premises 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: September 11, 2020

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Residential Tenancy Branch