



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking an early end to the tenancy pursuant to section 56 of the Act.

The hearing was convened by telephone conference call and was attended by the Landlord and the Tenant, both of whom provided affirmed testimony. The Tenant acknowledged receipt of the Application and Notice of Hearing and both parties acknowledged receipt of each other's documentary evidence. As neither party raised any concerns about the service of the above noted documents, I therefore accepted the documentary evidence before me from both parties for consideration and the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application. At the request of the Tenant, a copy of the decision will be mailed to them at the rental unit.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for the rental unit pursuant to section 56 of the Act?

Background and Evidence

The month to month tenancy agreement in the documentary evidence before me, signed on March 2, 2009, states that the tenancy began on March 1, 2009, that rent in the amount of \$550.00 was due on the first day of each month, and that a \$275.00 security deposit was paid. During the hearing the parties confirmed that this information was correct. They also agreed that rent in the amount of \$572.00 is due each month; however, they disputed the effective date of this rent increase and whether or not it was lawful.

During the hearing the Landlord stated that two other occupants of the residential property (A and B), are frightened by the Tenant, who has been violent to A on several occasions, and that they and a former occupant of the property have been significantly interfered with and/or unreasonably disturbed by the Tenant's behavior, which has required police attendance on at least two occasions, most recently on August 6, 2020. The Landlord and the occupants A & B (in their written submissions) characterized the disturbances by the Tenant as loud shouting, fighting, profanity, threats and on occasion, violence towards A. Although the Landlord acknowledged that A & the Tenant are or have been in a relationship, she characterized the Tenant's behavior towards A as manipulative and coercive given A's age in relation to that of the Tenant and was concerned not only for the safety of A but A's young child, who also resides with A.

The Landlord stated that the building in which the rental unit is located is a four plex, and as a result, the occupants of the building are living in close proximity to each other. The Landlord stated that police were called by B to the Tenant's rental unit early in the morning on August 6, 2020, as a result of loud shouting, crashing, threats and profanity being shouted by the Tenant and that when B spoke to them about the incident on the morning of August 6, 2020, they were visibly upset and still shaking. The Landlord stated that due to the nature of the disturbances, the history of violence, and their concerns for the safety of both A & B as well as A's young child, an application seeking an early end to the tenancy pursuant to section 56 of the Act was immediately filed on August 6, 2020, and that it is necessary to end the tenancy under section 56 of the Act, rather than by way of a One Month Notice to End Tenancy for Cause, due to the serious risk of violence to A and A's child as well as the significant level of disturbance being caused by the Tenant to the other occupants of the property.

In support of their Application the Landlord submitted written statements from A and B, who are occupants of the property in which the Tenant's rental unit is located. In their statement B stated that they heard loud yelling, screaming, and swearing by the Tenant

at approximately 1:15 A.M. on August 6, 2020, as well as crashing and the utterance of slurs, profanity and threats such as “I’m going to make you pay!”. B stated that A and the Tenant had been fighting earlier in the day and therefore they were worried about A’s safety and the safety of A’s young child. B characterized the event as terrifying and stated that they immediately advised the Landlord of it at approximately 8:51 A.M. on August 6, 2020.

In their statement A detailed repeated emotional manipulation towards themselves and their child by the Tenant, the utterance of repeated slurs and threats against them by the Tenant, instances of physical violence on both their parts, and several instances of police involvement as a result. A expressed their concern for their child’s safety as well as the safety of their support network as they stated that the Tenant is aggressive and has threatened to harm them, their family, their friends and their support workers.

During the hearing the Tenant denied the allegations against them stating that they have never been violent towards A or A’s child. The Tenant stated that it is in fact A who has been violent towards them several times in their vehicle and although the Tenant denied fighting with A, they acknowledged having “arguments” with them. The Tenant stated that the Landlord’s Application has actually been filed against them not as a result of any behavior on their part, but because the Landlord has removed laundry facilities without authority to do so under the Act and unlawfully increased the rent. As a result, the Tenant argued that the Application is retaliatory and that the Landlord is just trying to “cover their tracks” by evicting them. The Tenant argued that the section 56 Application is therefore without merit. In support of their position the Tenant submitted written statements, a copy of a Notice of rent Increase, a business card for their employer, copies of certifications, and several photographs.

Analysis

Section 56 of the Act states that a tenancy may be ended early by a landlord without the need to serve a notice to end tenancy on the tenant if an arbitrator is satisfied that 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;
- 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; or
- caused extraordinary damage to the residential property.

Section 56 of the Act also requires that the arbitrator be satisfied that 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 [*landlord's notice: cause*] to take effect.

The Tenant submitted a business card for their employer and copies of certificates for various types of certifications and while I accept that the Tenant is gainfully employed and holds the certifications for which they have submitted proof, I fail to see the relevance of this information on the matter to be determined, which is whether the Landlord has grounds to end the tenancy pursuant to section 56 of the Act. During the hearing the Tenant provided no arguments as to how their employment or their certifications are related to this matter. As a result of the above, I therefore give no weight to these documents in rendering this decision.

Although the Tenant argued that the Landlord's Application is retaliatory in Nature as the Tenant has disagreed with several breaches of the Act by the Landlord, the only documentary evidence submitted by the Tenant in support of this position was self-authored written submissions, a Notice of Rent Increase with notations from the Tenant written on it and several photographs, the relevance of which remains unclear to me as the Tenant made no submissions on them during the hearing. As a result, I dismiss this argument as having no merit.

Although the Tenant denied the allegations against them, the Tenant called no witnesses and submitted no witness statements in support of this position. Ultimately I find that I am satisfied on a balance of probabilities by the testimony of the Landlord in the hearing and the written submissions of two other occupants who reside in the building, that the Tenant has uttered threats against A as well as A's friends, family members, and support workers, has been violent towards A, and that police have been called to the rental unit on at least two occasions, most recently on August 6, 2020, as a result of disturbances being caused by the Tenant. While I acknowledge that A's written

submissions are not entirely impartial, as by their own admission they bear some culpability for the disturbances caused, and therefore reduce the weight I have given to A's written submissions, I none the less find that I am satisfied based on the Landlord's testimony and the written submission of a different occupant of the property, that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord and seriously jeopardized the health or safety of another occupant.

Given the history of violence and the threats uttered as well as the significant nature or the most recent disturbance, I therefore find that I have serious safety concerns for the other occupants of the property, including at least one child, and as a result, I find that it would be unreasonable, or unfair to the Landlord and the 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.

Based on the above, I therefore grant the Landlord an Order of Possession for the rental unit pursuant to section 56 of the Act, effective **two (2) days after service on the Tenant**.

Conclusion

Pursuant to section 56 of the Act, I grant an Order of Possession to the Landlord effective **two (2) days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 17, 2020

Residential Tenancy Branch