



# 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 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.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:41 am in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 am. The landlord's agent ("**ND**") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that ND and I were the only ones who had called into this teleconference.

ND testified he served that the tenant with the notice of dispute resolution form and supporting evidence package by posting it on the door of the rental unit on November 24, 2020, the same day the notice of dispute resolution proceeding form was issued by the RTB. He submitted a proof of service of expedited hearing form witness by another employee of the landlord to corroborate this. I find that the tenant is deemed served with this package on November 27, 2020, three days after ND posted it, in accordance with sections 88, 89, and 90 of the Act.

### **Issues to be Decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

While I have considered the documentary evidence and the testimony of ND, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claim and my findings are set out below.

The parties entered into a written tenancy agreement starting July 1, 2020. Monthly rent is \$375. The tenant paid the landlord a security deposit of \$187.50, which the landlord still holds in trust for the tenant.

The residential property is supportive housing. The landlord maintains a staffed office on the second floor of the building which all residents must pass by before getting to their units.

ND testified that, on November 20, 2020, the tenant came to the rental unit with a guest who was unknown to the office staff. The staff asked that the guest not come into the building, but the tenant refused and continued past the office with the guest. Shortly thereafter, the tenant returned to the office asking for the staff to provide him with a new keycard for his unit (ND testified that this is a common occurrence among occupants of the building). The office staff told him they would only do this if the guest left the building.

The tenant refused and threatened to smash the office with an axe if the staff did not give him a key card. The staff did not comply with this demand. DN testified that the tenant left the office and returned a short time later with a small axe and started smashing the windows of the office, while yelling death threats at the office staff.

The office staff called the police who, upon arrival, removed the tenant from the building. DN testified that the tenant has not been back to the building since.

### **Analysis**

A landlord may apply to terminate a tenancy without first issuing a notice to end tenancy form pursuant section 56 of the Act, which states:

#### **Application for order ending tenancy early**

**56(1)** A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
  - (iii) put the landlord's property at significant risk;
  - (iv) engaged in illegal activity that

- (A) has caused or is likely to cause damage to the landlord's property,
- (B) 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, or
- (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property, and
- (b) 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.

As such, the landlord must satisfy me, on a balance of probabilities, that the requirements of sections 56(2)(a) and (b) are met.

I accept the the uncontroverted testimony of DN in its entirety. I find that, by smashing the windows of the office with an axe and by uttering death threats towards the office staff, the tenant has unreasonably disturbed the landlord's employees and has engaged in an illegal activity that has caused damage to the landlord's property.

I find that it would be unreasonable to the landlord to wait to end the tenancy under section 47 of the Act, due to the violent nature of the tenant's actions and due to the fact that the tenant has not returned to the rental unit since the incident took place.

The landlord has met the requirements of section 56 of the Act.

Accordingly, I issue the attached order of possession, effective three days after it is served on the tenant in accordance with the Act. The landlord is reminded of its obligations under section 38 of the Act regarding handling the security deposit once a tenancy ends.

### **Conclusion**

Pursuant to section 56 of the Act, I order that the tenant deliver vacant possession of the rental unit to the landlord within three days of being served with a copy of this decision and attached order(s) by the landlord.

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: December 22, 2020

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Residential Tenancy Branch