



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING
CORPORATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On December 1, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

At the start of the hearing the Tenant requested that the hearing be adjourned to a later date. She testified that she has mental health issues and the scheduling of the hearing was an unreasonable timeline and she did not have time to get representation.

The Landlord disagreed with the Tenant's request for an adjournment. The Landlord testified that that prior to applying for an early end of tenancy, the Landlord issued the Tenant a One Month Notice to End Tenancy for Cause on November 16, 2020 which the Tenant did not dispute. The Landlord testified that the One Month Notice was issued due to the Tenant interfering with the Landlords duty to make repairs and

significant interference with staff. The Landlord provided a copy of the One Month Notice.

The Landlord testified that they applied for an early end of tenancy because there have been new intervening acts by the Tenant that affect the safety and well being of other occupants. The Landlord testified that the Tenant directly threatened the life of two other tenants and staff. The Landlord had a witness present ready to provide testimony.

In reply, the Tenant testified that she did receive the One Month Notice to End Tenancy for Cause from the Landlord and that she did not dispute the One Month Notice.

Residential Tenancy Branch Policy Guideline # 51 provides the following information about expedited hearings:

An early end of tenancy is reserved for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant. The director has established an expedited hearing process to deal with these cases where urgency and fairness necessitate shorter service and response time limits. In extremely urgent cases, the director may set the matter down to be heard as soon as six days after the application is made subject to an available hearing slot. The director has the discretion to decide what constitutes an extremely urgent case. In general, these are cases where there is a demonstrable immediate danger or threat.

The Landlords application was made on December 1, 2020 and was processed on December 7, 2020 and the hearing was scheduled for January 7, 2021.

Based on the information before me, and the allegations that there have been direct threats to the life of other tenants on the residential property, I find that there is an urgency to this matter. The Tenant's request for an adjournment was denied. The hearing proceeded.

Background

The tenancy began on March 1, 2017 on a month to month basis. The parties testified that rent in the amount of \$294.00 is due by the first day of each month. The parties testified that the Tenant paid the Landlord a security deposit of \$200.00.

The Landlord stated that they make an effort to preserve tenancies where possible; however, sometimes they need to evict a tenant.

On December 1, 2020, the Landlord applied for dispute resolution seeking an early end to the tenancy and an order of possession for the rental unit.

The Landlord provided testimony that on November 27, 2020 the Tenant was banging on another occupant's door, (Tenant A) calling her names and threatening her. The Landlord stated that the occupant fled the unit and is terrified and afraid for her life. The Landlord provided a document from Tenant A where she writes that the Tenant was banging on her door, calling her names, and threatening to cut her up into pieces. Tenant A indicates that after the Tenant went back to her own apartment, Tenant A was terrified and fled to her mother's house for three days. Tenant A writes that she does not feel safe in her own home.

The Landlord provided testimony that on November 27, 2020 the Tenant approached another occupant (Tenant B) in the laundry room and threatened to kill her.

The Landlord had Tenant B present to provide direct testimony about the laundry room incident. Ms. K.C. provided affirmed testimony that on November 27, 2020 around 4:00 pm she was in the laundry room when the Tenant entered and began yelling at her. Ms. K.C. testified that the Tenant screamed at her that she was going to kill her. She testified that the Tenant told her that she would make sure she suffers first and lunged at her almost touching her. Ms. K.C. stated that she screamed for help and the Tenant left. She immediately reported the issue to the Landlord. Ms. K.C. stated that she is close to 70 years old and suffers from anxiety. She stated that she now does not feel safe leaving her unit. The Landlord provided a copy of an email dated November 30, 2020 detailing the incident.

The Landlord testified that the Tenant has become increasingly difficult with staff. The Landlord stated that on November 30, 2020 the Tenant told staff that she will make sure they will be very very sorry.

The Landlord stated that the Tenant presents a safety risk to other tenants and staff.

The Landlord provided extensive documentation regarding the interactions they have had with the Tenant.

A letter dated November 16, 2020 provides the following: the tenant has continued inappropriate, aggressive, threatening and harassing communication towards staff in the form of emails, phone messages and in-person interactions. These actions have

occurred repeatedly since a letter of warning was sent to you on September 29, 2020 to limit your communication to written form unless an emergency at your unit or building had occurred.

A final warning letter dated August 5, 2020 provides that the Landlord received multiple complaints about an incident last night the 4 August 2020. Neighbours report screaming and yelling in the hallway, directed at your neighbour. There were also reports that you were using offensive language to the neighbour. There appears to be damage to the door of the unit from you repeatedly kicking it. Police eventually attended after two hours of this very serious behaviour and you were removed from the building. Following your being removed and released, I understand you slid 21 pages under your neighbour's door. These notes included very offensive language and a threat that you intended to harass your neighbour.

In reply, the Tenant testified that the allegations against her are outright lies. With respect to the complaint from Tenant A, she replied that she did not bang on her door and threaten to cut her. She stated that she was upset with staff for their failure to perform their jobs and had approached the Landlord and made her displeasure known. She stated that she told the Tenant A to not write anonymous notes.

With respect to the evidence from Tenant B, the Tenant testified that she was justifiably upset and approached the Tenant in the laundry room. The Tenant did not provide any further explanation as to what occurred other than stating that it did not go the way she said.

The Tenant stated that she previously received a two-year lease extension due to her good behavior.

Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

Based on the testimony and documentary evidence before me I make the following findings:

I find that the Tenant received a One Month Notice to End Tenancy for Cause dated November 16, 2020. It appears that the One Month Notice was not disputed by the Tenant and that the tenancy has likely ended in accordance with section 47(5) of the Act. However, since the application before me is for an early end of tenancy under section 56(1) of the Act, I make no finding on the merits of the Landlord's One Month Notice.

The Tenant denies that she threatened the other Tenants. The Landlord bears the burden of proof that there is sufficient reason to end the tenancy early. I find that the Landlord has provided the stronger evidence that the Tenant engaged in behavior that adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property. The Tenant testified that she approached the other Tenants because she was upset. Tenant B provided direct testimony that I found to be believable and I find to be reliable evidence. In addition, the Landlord has provided documentary evidence that the Tenant has a history of behaving inappropriately towards other occupants and staff.

I find that the Tenant approached the other occupants on November 27, 2020 and engaged in behavior that adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

I find that it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a new notice to end tenancy related to the incidents of November 27, 2020 to be issued under section 47 of the Act.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is successful. The tenancy is ending.

I find that the Landlord is entitled to an order of possession, effective two days after service on the Tenant pursuant to section 56 of the Act. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order that the Landlord can retain \$100.00 from the Tenants security deposit in satisfaction of the application fee.

Conclusion

The Landlord established that the Tenant engaged in behavior that adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is granted.

The Landlord has been issued an order of possession for the rental unit, effective two days after service on the Tenant pursuant to section 56 of the Act.

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: January 13, 2021

Residential Tenancy Branch