



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ET, FFT

Introduction

This hearing dealt with a landlord's application for an order to end the tenancy early and obtain an Order of Possession under section 56 of the Act.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, the tenant stated she needed the assistance of a translator. The tenant stated her husband was with her and he could translate for her. The tenant's husband joined the hearing and translated for the tenant and made his provided his own testimony since the crux of this proceeding concerned his actions. statements to English. Later in the hearing, the tenant stated she had to leave and she authorized her husband to continue to represent her for this proceeding. It should be noted that I had to instruct ZM to stop speaking out of turn or making derogatory statements concerning Russians or his political views on a number of occasions. I eventually had to mute the tenant's/ZM's telephone line until it was time for the tenant/ZM to be heard. By the time the hearing ended the tenant had returned and was given the opportunity to make any further statements or ask any further questions.

I heard from the landlord that the landlord's proceeding package, including evidence, was served to the tenant, in person, by the landlord who was accompanied by the police on February 26, 2021. The landlord provided a signed Proof of Service that was signed by a police officer as to witnessing service. The tenant confirmed she was served with the landlord's proceeding package in person, as described by the landlord. The landlord's materials were admitted into evidence. I also confirmed that the tenant had not submitted any evidence for consideration prior to this hearing. The tenant's position, or that of her husband, was provided orally during the hearing.

I have considered the oral testimony of all parties and the photographic and documentary evidence to me in making this decision.

Issue(s) to be Decided

1. Has the landlord established a basis for ending the tenancy early and obtaining an Order of Possession under section 56 of the Act? If so, when should the Order of Possession take effect?
2. Recovery of the filing fee.

Background and Evidence

The tenancy started on March 1, 2019 and the tenant paid a security deposit of \$725.00. The tenant is required to pay rent of \$1450.00 on the first day of every month. The rental unit is located in a multiple unit apartment building that the landlord operates.

The landlord is seeking an order to end the tenancy early based on incidents involving the tenant's husband and occupant of the rental unit (referred to as "ZM" in this decision), on February 12, 2021 and February 22, 2021.

Below, I have summarized the parties' respective positions.

Landlord's position

The landlord submitted that on February 12, 2021 MZ came to the landlord's office that is located in the subject apartment building. The building manager was sitting in one of the two office chairs in the office. MZ and the building manager commenced a discussion concerning the landlord's requirement that any vehicle parked on the property must be insured. A vehicle belonging to the tenant or MZ was parked on the property, without insurance, and MZ stated he would not or could not afford to pay for insurance. The building manager communicated to MZ that failure to provide proof of insurance would result in the landlord towing the vehicle.

According to the landlord, ZM became extremely aggressive and picked up the other office chair in the office where the building manager was seated and threw it into the wall. ZM then picked up the printer, raised it over his head and then smashed it to the floor. ZM then picked up the printer a second time and smashed it on the floor again.

The building manager was fearful ZM was going to throw the printer at her so she covered her head with her arms. ZM then left the office and the building manager called 911. Several police officers attended the property and went to the rental unit where they stayed for a number of hours. It was also observed that after attending the rental unit, one police officer returned to his police cruiser and retrieved a long rifle before re-entering the apartment building. The police eventually left with ZM in custody.

On February 13, 2021 ZM was escorted back to the property by the police. The police contacted the landlord and informed the landlord that ZM was released with conditions to not come within 15 feet of the building manager. The police also described ZM as being dangerous and that there was a hearing scheduled for March 2021. According to the landlord, the police also suggested the landlord to move to end the tenancy on an emergency basis.

To protect the safety of the building manager, the landlord had the building manager work out of a different office location to avoid interactions with ZM; however, on February 22, 2021 the building manager went to the subject apartment building to show a unit to a new tenant. ZM happened to drive by when the building manager was on the exterior of the apartment building with the new tenants. ZM started to yell and scream toward the building manager that she was a "fucking bitch" and "do not rent from her". ZM proceeded to park the vehicle after which time he approached the building manager and came within 6 feet of her and called the building manager a "Russian bitch" and that he "hates all Russians" and "I will kill all Russians". The building manager called 911 again and several police officers arrived and took ZM into custody for breaching the conditions of his release.

The landlord submitted that it has an obligation to protect its employees and given the seriously aggressive behaviour and threats toward its building manager it has removed the building manager from the office of the subject apartment building and has not been able to attend to the landlord's matters in the subject apartment building such as showing units to prospective tenants.

The landlord provided photographs of the office where ZM threw the chair into the wall and smashed the printer. The landlord provided a copy of ZM's criminal record showing charges for mischief on February 12, 2021 and breach of conditions on February 22, 2021. The landlord also had the police file numbers provided on police cards and written statements of the building manager.

Tenant's position

MZ stated the Russians have caused the death of millions of Syrians (MZ and his family are Syrian) and Canada has permitted Russian criminals into the country. MZ stated that the landlord's agent are part of the Russian mafia and the building manager is a Russian soldier who is determined to harass them.

With respect to the events of February 12, 2021, MZ submitted that he went to the landlord's office and spoke with the building manager about the requirement to acquire insurance on the vehicle parked on the property. MZ stated that he explained to the building manager that he could not afford insurance but the building manger did not care and stated she would have to tow any uninsured vehicles off the property. MZ acknowledged that in response to this he knocked the office chair over. He acknowledged that he slid the printer off the desk onto the floor and then picked up a piece of the broken printer and smashed it on the floor. MZ then went to the rental unit to shower and get a coffee before heading out on a walk. MZ stated he knew he would be in trouble and he observed several police cars outside of the apartment building. He talked to his wife over the phone who urged him to come home since the police were not going to leave until they talked to MZ. MZ stated he went home and the police seized his guns (which he described as being plastic and shoot plastic bullets), seized his swords and his knife collection. MZ was upset that the police seized these items since they were worth \$3,000 and he had intended to sell them. The police took him away and he was released with conditions that included a \$500.00 fine if he violated it. MZ pointed out that he was only charged with "mischief" which is the result of him breaking the office equipment.

As for the events of February 22, 2021, MZ admitted he saw the building manager as he was driving by and he called her a "bitch" and after parking the vehicle he approached the building manager and called her a "bitch" again. Then the police attended the property and he was taken into police custody again before appearing before a judge. According to MZ the judge had suggested to the police that they could have talked to MZ before arresting him; however, MZ also stated the judge increased his fine to \$1000.00 in releasing him again but the judge also cautioned MZ that if he breached his conditions again the judge would leave him in jail for a few days.

MZ took issue with the landlord's general manager being the primary speaker for the landlord during the hearing and alleged the building manager "can't even speak English"; however, I did hear the building manager speak in English as she was

listening to the general manager and even corrected the general manager and clarified a matter. The general manager stated that the building manager was visible shaking and she had interviewed the building manager extensively concerning what happened on February 12, 2021 and February 22, 2022 and that the building manager would correct or clarify any statements as appropriate. Also, the general manager stated that she spoke directly with the police concerning MZ's actions at the property and the police officer's findings and the conditions put on MZ upon his releases from custody.

MZ and the tenant acknowledged that the tenancy has been unsuccessful for them and that they are actively looking for new living accommodation but they asked to be permitted occupancy until the end of March 2021 even though they have not paid rent for March 2021. MZ stated they do not have enough money to pay rent at the rental unit and a security deposit for the next living accommodation. MZ explained that it has been difficult to secure new living accommodation because they have children and MZ's credit rating is poor. The landlord was not willing to permit the tenant occupancy until the end of March 2021 as the building manager is no longer able to work at the subject apartment building for fear of her health and safety and this is seriously impacting the landlord's ability to conduct business as a landlord at the subject apartment building.

Analysis

Under section 56 of the Act, the Director, as delegated to an Arbitrator, may order the tenancy ended earlier than if the landlord had issued a One Month Notice to End Tenancy for Cause ("1 Month Notice") and grant the landlord an Order of Possession. The landlord must demonstrate cause for ending the tenancy and that it would be unreasonable to wait for a 1 Month Notice to take effect.

Below I have reproduced section 56 of the Act:

- 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.

The landlord's burden is high as section 56 is intended to apply in the most serious of circumstances.

Upon consideration of everything before me, including the testimony of all parties, and review of the documents and photographs, I find I am satisfied the landlord has cause to end the tenancy early due to the actions of MZ, an occupant permitted on the property by the tenant, and that those actions have created a serious risk to the health and

safety of the landlord's agent(s) which also adversely effect on the landlord's lawful right to conduct business as a landlord at the subject apartment building. I make this determination considering the following:

I was provided consistent statements by the landlord and MZ that MZ threw, pushed and/or smashed large and heavy office equipment in the landlord's office while the building manager was in the office. Considering the limited confines of the office and the level of aggression and violence exhibited by MZ, I find MZ's actions particularly menacing and fear inducing. Also of concern to me are MZ's statements during the hearing concerning the Russian involvement in crimes against Syrians, his beliefs that the landlord's agents are part of the Russian mafia, and, the building manager is a Russian soldier and a criminal. Further, despite my instructions for MZ to refrain from providing such opinions and a reminder that we are living in Canada where there are civil remedies to resolve disputes, MZ continued to assert his beliefs and opinions and I find his inability to abide by my instructions gives me concern that MZ is unable to control his actions. Further supporting this view that MZ is unable or unwilling to control his anger toward the building manager is that despite being arrested and released on February 12, 2021 with conditions to stay away from the building manager he breached the condition on February 22, 2021 and not only did he come within 15 ft of her, he acted aggressively in calling her derogatory names and threatening death to all Russians. Also of consideration is that MZ had several weapons seized from the rental unit by the police.

While MZ and/or the tenant may have disagreed with the landlord's position concerning uninsured vehicles or the tenant's ability to pay for insurance; and, the trauma the tenant and MZ may have experienced in Syria, there is no excuse for violence and threats against the landlord's agents and such conduct cannot be condoned.

As a landlord to other tenants, and an employer, the landlord has a duty to protect the health and safety of all the occupants of the property and its employees. Where there is a risk to the health and safety of other occupants or their employees the landlord is expected to take appropriate action to fulfill its duty. The landlord has proceeded to seek an order authorizing the early end of this tenancy and I find the circumstances are so serious and significant that it would be inappropriate to wait for a 1 Month Notice to take effect. Therefore, I find the landlord has satisfied me that it is entitled to the remedy it seeks and I order the early end to this tenancy.

Given the severity of the violent and threatening actions of MZ toward the landlord's agent on February 12, 2021 and February 22, 2021 and the serious risk for a repeated

breach of conditions, and the significant impact on the landlord's ability to conduct business as a landlord, I find it appropriate to order this tenancy ended as soon as possible. Therefore, **I order this tenancy is ended effective two (2) days after service of the Order of Possession that I provide with this decision upon the tenant.**

I award recovery of the filing fee and I provide the landlord a Monetary Order in the amount of \$100.00.

Conclusion

I have ordered the tenancy ended effective two (2) days after service of the Order of Possession upon the tenant.

The landlord is provided a Monetary Order in the amount of \$100.00 to recover the filing fee paid for this Application for Dispute Resolution.

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: March 05, 2021

Residential Tenancy Branch