



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cowichan Lake Senior Citizens Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord was represented at the hearing by three different agents (collectively referred to as the "Landlord.") The Tenant was also present at the hearing. The Tenant confirmed receipt of the Landlord's application and evidence on March 11, 2021, and did not take issue with the service of those documents. I find the Landlord sufficiently served their application and evidence for the purposes of this hearing. The Tenant did not submit any evidence and relied on oral testimony only.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to 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 Matters

At the outset of the hearing, the Tenant requested an adjournment. Both parties were given an opportunity to speak to whether or not an adjournment should be allowed. The Tenant stated that he would like this hearing to be adjourned so that he could seek assistance from one of the mental health organizations he is affiliated with, or to engage with a lawyer. The Tenant did not explain why he was unable to do any of this prior to the hearing, given he was made aware of this hearing almost 3 weeks ago. The

Landlord stated that it would be prejudicial to adjourn, as the Tenant poses a risk to others in the building with his aggressive threats towards others.

In consideration of this adjournment request, I turn to Policy Guideline #45, which states the following with respect to whether or not an adjournment will be granted:

***4. Possible prejudice to each party***

A party might be prejudiced if they are likely to suffer financial loss as a result of the requested delay, or if possession of the rental unit is at issue. In such cases, the possibility of prejudice to one party must be weighed against the fairness of the opportunity to be heard.

I find the potential prejudice to the Landlord, and other occupants in the building outweighs the Tenant's opportunity to be given more time to seek assistance for this hearing. The Tenant does not appear to have taken any steps or measures to find help in advance of this hearing, and I find that by failing to take sufficient proactive measures in the weeks leading up to the hearing, he contributed to his lack of representation and help for this hearing. As stated in the hearing, I dismiss the Tenant's request for an adjournment.

Issue(s) to be Decided

- Is the Landlord entitled to end the tenancy early and obtain an Order of Possession?

Background and Evidence

The Landlord stated that the Tenant has lived in the rental unit for a few years now, and recently, he has started to become more volatile, threatening, and aggressive towards the Landlord (agents of) and other occupants of the building.

More specifically, the Landlord pointed to the most egregious incident, which occurred on January 16, 2021. The Landlord explained that the Tenant was observed to be causing a disturbance at the front of the building, including banging and thumping on the walls and windows, at around 2:00 am. He was also observed laying face down on the lawn at one point. Multiple witness letters were provided into evidence speaking to this incident.

The Landlord stated that this incident on January 16, 2021, occurred on the heels of a week of erratic and hostile behaviour where the Tenant had threatened other Tenants multiple times.

One of the witness letters speaks to the fact the Tenant was observed saying that he was going to feed the Landlord to the wolves and have the Landlord taken care of. The witness, M.R., also stated in her letter that she heard the Tenant say he was going to put another one of the Tenants through a woodchipper. The witness further speaks to the fact that she heard the Tenant spouting off other delusional thoughts about being a famous race car driver, and a millionaire. The police were called to the scene part way through the day on January 16, 2021, after the incident climaxed, and additional support was needed to ensure safety both the Tenant, the Landlord, and other occupants. The Tenant was admitted to the hospital under the *Mental Health Act* on January 16, 2021.

The Tenant stated that he has had a tough time in the past few months due to the death of a family member. The Tenant does not refute the Landlord's version of events on January 16, 2021, and stated that "everyone messes up" sometimes. The Tenant stated that he has been severely depressed, and does not feel this incident should be representative of who he is. The Tenant feels the Landlord is now trying to intimidate him and get him to leave.

The Landlord, or agent of, stated that they are not intimidating anyone, and are merely trying to protect people from the Tenant, his threats of violence and erratic behaviour. The Landlord feels the Tenant is too volatile to live in the building, and needs more support in a different type of facility.

### Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings with respect to whether there are sufficient grounds to end the tenancy.

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, there is sufficient cause; 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.

I have reviewed the evidence and testimony on this matter. I note the Landlord has provided numerous details, including witness statements and testimony, which are largely focused on the incident on January 16, 2021. The Tenant does not refute the details in the witness letters, or the events described by the Landlord. Although there are allegations that the Tenant was acting erratically, and made threats to other people in the building prior to January 16, 2021, the Landlord is largely relying on the events of that day as their justification to end the tenancy early.

I find the Tenant's behaviour on January 16, 2021, was not only unacceptable, but I find more likely than not that it significantly interfered with, or unreasonably disturbed both the Landlord, and other Tenant's in the building, particularly those who were on the receiving end of his threats. I accept that the nature of the Tenants threats of violence were such that they would have a lasting impact on those who live near the Tenant. I accept that this impact is still ongoing for both the Landlord, and the Tenant's who were subject to his violent threats and his erratic behaviour on January 16, 2021. Further, I am 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 (for Cause) to take effect.

I find the Tenant's behaviour was significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. I find the Tenant's verbal threats of violence posed an immediate and severe risk to the Landlord and other Tenants. As such, I find the Landlord is entitled to an order of possession.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the landlord the recovery of the cost of the filing fee in the amount of \$100.00. A monetary order will be issued to the landlord for this amount.

Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$100.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: March 29, 2021

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Residential Tenancy Branch