



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRIGHTSIDE COMMUNITY HOMES  
FOUNDATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

On March 3, 2021, the Landlord submitted an Application for Dispute Resolution under Section 56 of the *Residential Tenancy Act* (the “Act”) requesting that the tenancy end early and for an Order of Possession for the rental unit. The matter was set for a participatory hearing via conference call.

The agents for the Landlord, the Tenant and his advocate attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

### Issue to be Decided

Is the Landlord entitled to an early end of tenancy and an Order of Possession pursuant to Section 56 of the Act?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on March 1, 2018 and continued as a month-to-month tenancy. The rent is \$320.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$160.00.

The Landlord SM testified that on March 2, 2021, the Tenant caused an altercation with a group of workers who were on site at the residential property. The Landlord stated that the Tenant was drunk, pushed one of the workers while the worker was in unit #605; threatened the worker; and, made racial slurs toward the group of workers. The

altercation continued in the lobby of the residential property. The police were called, and the Tenant was arrested and did not return until the next day.

The Landlord submitted video recordings, witness statements and an Incident Investigation Form to support the claim that the Tenant significantly interfered and unreasonably disturbed the occupants and the Landlord of the residential property on March 2, 2021.

The Landlord also submitted two voicemail recordings from one of the occupants of the residential property to support the claim that the Tenant was intoxicated and acting in a loud and aggressive manner on August 26, 2020.

The Landlord acknowledged that the Tenant, on March 3, 2021, apologized for his behaviour and, that there have been no further issues. The Landlord has been asking the Tenant to leave the property when the same workers are present and, the Tenant has been cooperative.

The Tenant's advocate testified that the Tenant apologized the next day to both the staff at the residential property and the workers. The Tenant bought sandwiches for the workers to further support his apology.

The Advocate stated that the Tenant did not physically harm or push any of the workers and that the evidence that the Landlord has presented is inconsistent in that regard. The Advocate pointed out that the video of the lobby shows the worker being more aggressive than the Tenant and in fact, it is the worker that pushes the Tenant backwards.

The Advocate stated that the Tenant has acknowledged that he said inappropriate things to the workers and is sorry for his unacceptable behaviour. The Tenant did not assault anyone and has not caused any problems within the residential property before or after the March 2, 2021 incident.

The Advocate stated that the incident on August 26, 2020 was reported by another occupant of the residential property who does not like the Tenant and, that this evidence should not be considered.

The Advocate submitted that the Tenant has been cooperative with staff, has left the building when workers are present and, does not present a threat to justify the tenancy ending before the effective date of a One Month Notice.

### Analysis

Section 56 of the Act establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy, and to request an

Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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 interests 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;*
- *caused extraordinary damage to the residential property, **and***

*it would be unreasonable, or unfair to the landlord, the tenant 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 causes for ending the tenancy early, as listed above, are identical to the causes for which a landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the landlord has the grounds to end the tenancy for cause is that when a landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the landlord must also prove that it would be unreasonable or unfair to the landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the tenant must be extreme and require immediate action.

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest

pepper spraying a landlord or caretaker. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the arbitrator must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property to wait for a Notice to End Tenancy for Cause to take effect (at least one month).

Based on the testimony and evidence before me, I am satisfied that the Landlord may have grounds to end this tenancy for cause. I do note, however, that the Landlord's main issue refers to an incident related to workers on site of the residential property versus occupants or the building managers/staff (landlords), pursuant to section 56(2) of the Act.

Although prompted during the hearing, the Landlord did not speak to why it would be unreasonable or unfair to the Landlord or other occupants to wait for a One Month Notice to End Tenancy for Cause to take effect. I accept the Landlord's evidence that the Tenant has been apologetic and cooperative since the incident.

Based on the submissions from all parties, I find that the Landlord failed to provide sufficient evidence that there is an ongoing threat from the Tenant or that the March 2, 2021 incident was so extreme that it would be unreasonable, or unfair to the Landlord, the Tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect. As a result, I dismiss the Landlord's Application to end the tenancy early.

### Conclusion

I dismiss the Landlord's Application for Dispute Resolution without leave to reapply.

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 30, 2021