



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ET, FFL

Introduction

A hearing was convened on March 09, 2021 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to end the tenancy early and for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on February 19, 2021 the Dispute Resolution Package and all evidence the Landlord submitted to the Residential Tenancy Branch was posted on the door of the rental unit. The Tenant acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

The hearing on March 09, 2021 was adjourned for reasons outlined in my interim decision of March 09, 2021. The hearing was reconvened on April 09, 2021 and was concluded on that date.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions at each hearing. At both hearings, each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Preliminary Matter

The Tenant stated that she has been self-isolating since March 05, 2021 and that she had been unable to submit letters she has gathered as evidence for these proceedings.

As the Tenant had ample opportunity to submit evidence between February 19, 2021 and March 04, 2021, I find it would be unreasonable to adjourn this hearing to provide her with the opportunity to serve the aforementioned letters to the Landlord. The Tenant's case worker read out those letters during the hearing.

As the hearing on March 09, 2021 was adjourned, I gave the Tenant the opportunity to serve the Landlord with copies of the letters read out during the hearing.

At the hearing on April 09, 2021, the Agent for the Landlord stated that none of the aforementioned letters were served to the Landlord. I therefore am unable to accept these letters as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to end this tenancy early and to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56(1) of the *Residential Tenancy Act (Act)*?

Background and Evidence

At the hearing on March 09, 2021, the Landlord and the Tenant agreed that this tenancy began in August of 2019.

At the hearing on March 09, 2021, the Agent for the Landlord stated that:

- On January 04, 2021 the Tenant went to unit 314, while carrying an axe;
- The Tenant threatened to harm the occupant of unit 314, while holding the axe in a threatening manner;
- The Tenant broke a window in unit 314 prior to exiting the unit;
- On February 15, 2021 the Tenant telephoned the police and stated that her husband was "on site" and that she was going to stab him;
- When the police arrived, they were unable to find the Tenant or her husband, but they advised on-site staff of the reason for their attendance; and
- They are concerned that the Tenant is a danger to others living in the residential complex.

At the hearing on March 09, 2021, the Tenant stated that:

- She was experiencing “psychotic episodes” on January 03, 2021, January 04, 2021, and January 05, 2021;
- She was taken to hospital on each of the aforementioned three days;
- She does not recall the incident that allegedly occurred on January 04, 2021;
- On February 15, 2021 she returned to find the locks broken to her rental unit;
- She did not telephone the police to report that her husband was “on site” and that she was going to stab him;
- She was not home when the police arrived at her unit on February 15, 2021; and
- She did not threaten to harm her husband on February 15, 2021.

At the hearing on March 09, 2021, the Witness for the Tenant stated that:

- The Tenant was visiting with him on February 15, 2021, at his residence;
- The Tenant did not threaten to harm him on that date; and
- He has no knowledge of the Tenant calling the police on that date.

The Landlord submitted an incident report and a written submission regarding the incident on January 04, 2021.

At the hearing on March 09, 2021, the Caseworker for the Tenant read aloud from two letters written by other occupants of the residential complex and one letter written by her husband. These letters are in support of the tenancy continuing and attest to the character of the Tenant, however they do not refute the alleged incident on January 04, 2021.

At the hearing on March 09, 2021, the Caseworker for the Tenant read aloud from a letter the Tenant’s physician, who declared that the Tenant has recently experienced a drug related psychotic episode and that he does not expect those episodes to reoccur “as we achieve substance use recovery”.

At the hearing on March 09, 2021, the Caseworker for the Tenant stated that she was referred to the ICMT approximately one week prior to the hearing on March 09, 2021. She stated that the Tenant will now receive support from this team, which includes liaising with housing staff.

At the hearing on April 09, 2021 the Agent for the Landlord stated that there have been on-going minor issues with the Tenant since the last hearing, and the Landlord does not wish the tenancy to continue.

The Agent for the Landlord #3 stated that:

- Since the last hearing the Tenant has installed a washer and dryer in her unit;
- Washers and dryers are not permitted in the unit; and
- The Tenant has failed to comply with requests to remove the appliances.

Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy 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* and the Landlord may apply for an Order of Possession for the rental unit. Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

On the basis of the undisputed evidence, I find that on January 04, 2021 the Tenant went to another unit in this residential complex, while carrying an axe, at which time she threatened to harm the occupant of that unit, while holding the axe in a threatening manner. I find that she also broke a window in that unit prior to exiting the unit. I find it

reasonable to conclude that this unreasonably disturbed another occupant of the residential property and that it caused damage to the landlord's property.

Section 56(2)(b) of the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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. Given the level of violence associated to the incident that occurred on January 04, 2021, I find it unreasonable for the Landlord and other occupants of the residential complex to wait for the tenancy to end pursuant to section 47 of the *Act*.

I find that the application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

Based on these findings I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution. I grant the Landlord a monetary Order for the 100.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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: April 09, 2021

Residential Tenancy Branch