



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NANAIMO AFFORDABLE HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an Order of Possession, pursuant to section 56.

The landlord's three agents, landlord JS ("landlord"), "landlord JR" and "landlord AB," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 49 minutes.

The hearing began at 9:30 a.m. with the landlord's three agents and I present. The tenant called in late at 9:33 a.m. The tenant exited the hearing at 9:34 a.m. and called back in at 9:38 a.m., as I notified him that I could not hear him properly and he said that he was unable to hear me properly. I informed the tenant about what occurred during his absences, as no evidence was discussed with the landlord's three agents during the above times. The tenant intentionally disconnected from the hearing at 9:41 a.m. and did not call back after that time. The hearing ended at 10:19 a.m.

The landlord confirmed that he was the manager of tenant relations for the landlord company named in this application. Landlord JR did not testify at this hearing and confirmed that he was the tenant relations officer for the landlord company. Landlord AB stated that she was the chief executive officer of the landlord company and confirmed that all three landlord agents had permission to represent the landlord company at this hearing.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

Preliminary Issue – Inappropriate Behaviour by the Tenant during the Hearing

Rule 6.10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*  
*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

During the hearing, the tenant affirmed the oath, confirmed his name and that he was not calling any witnesses at this hearing, and confirmed receipt of the landlord's application. The tenant initially ignored my questions about whether he was on the call and refused to answer my questions. The tenant became angry and yelled at me, laughed at me, swore at me, and interrupted me. He said "fuck" to me and called me a "bitch." When I asked whether he received the landlord's application, he yelled: "obviously I got it!"

I cautioned the tenant three times about using profane and foul language and notified him that he could be excluded from the hearing if he continued with this inappropriate behaviour. I informed him that I could make a decision in his absence, which could result in an end to his tenancy and an order of possession. The tenant laughed, and continued swearing, yelling, and making rude comments towards me. However, I allowed the tenant to attend the full hearing, despite his inappropriate behaviour. I was unable to ask the tenant any questions about his tenancy or the merits of the landlord's application because the tenant intentionally disconnected from the hearing at 9:41 a.m.

I caution the tenant to not engage in the same inappropriate behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and he may be excluded from future hearings. In that case, a decision will be made in the absence of the tenant.

### Issues to be Decided

Is the landlord entitled to an early end to tenancy and an Order of Possession?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord and landlord AB, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord stated the following facts. This tenancy began on July 1, 2017. Monthly rent in the current amount of \$461.00 is payable on the first day of each month. A security deposit of \$304.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit.

The landlord testified regarding the following facts. There are 24 units at the rental property. Most units have children living in them. There has been increased traffic to and from the tenant's rental unit, including drug-related activity. The landlord has a third-party security company on-site at the rental property, that has reported suspicious criminal activity and numerous police files related to the tenant. The landlord receives daily reports from its third-party security company regarding issues at the rental property. The landlord has firsthand reports from staff and other occupants at the rental property, regarding the tenant jeopardizing the safety and wellbeing of all residents. Residential Tenancy Policy Guideline 51 discusses expedited hearings for tenants who engage in significant interference of the landlord and other occupants. The landlord provided a four-page summary of the tenant's behaviour and 39 pages of incident reports from the landlord's staff, the security company, and other occupants in the rental building. The tenant and his guests at the rental unit engaged in "violence, destructive conduct," including assaults against other occupants at the rental property, which places occupants and their children at risk. The landlord tried to resolve its issues with the tenant, which has "fallen on deaf ears," there have been no changes, and the issues have continued and increased.

The landlord stated the following facts. On February 9, 2021, the landlord had a third-party decontamination company inspect the tenant's rental unit, where they found drugs and a pipe inside. The landlord has photographs of drug paraphernalia, which can be accessed by children at the rental property. On February 12, 2021, the landlord

received reports from other occupants regarding guests living in the tenant's rental unit. During this time, the tenant sublet his rental unit to other people and he moved to a different unit to help another occupant with her health issues, until she was evicted from her unit, so the tenant had to move back to his own unit. On February 13, 2021, the landlord attended personally at the tenant's rental unit and witnessed a fight between the tenant's guest and another occupant, and they both refused medical treatment, so no charges were laid by police. Since the landlord filed this application against the tenant, there have been multiple incidents. On April 2, 2021, the landlord received a report that the tenant had a guest who had a bat in the rental unit, and that guest threatened to use the bat to assault another occupant in the rental building, so the police were called. On April 3, 2021, the landlord received a report from its security company, that the tenant had a guest in his rental unit, who has outstanding arrest warrants and a criminal record regarding child trafficking and missing girls in the city area. On April 12, 2021, the tenant used personal security cameras to conduct surveillance of other occupants' yard spaces at the rental property, presumably to watch their children. The tenant's and his guests' conduct have been ongoing from December 2020 to April 2021.

The landlord testified regarding the following facts. A One Month Notice to End Tenancy for Cause, dated March 12, 2021 ("1 Month Notice") was issued to the tenant on the same date by way of posting to his rental unit door. The notice indicates an effective move-out date of April 30, 2021 and was issued for the following two reasons:

- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;*
- *Tenant or a person permitted on the property by the tenant has:*
  - *significantly interfered with or unreasonably disturbed another occupant or the landlord.*

The landlord stated the following facts. The landlord cannot wait for the 1 Month Notice to take effect because it will take another two to three months to get an RTB hearing date to decide that notice, since the landlord does not already have a hearing date. This is an urgent matter and it is unfair for other occupants at the rental property to wait longer.

Landlord AB stated the following facts. She has personally witnessed serious issues with the tenant at the rental property for over six months. She had to request extra security from the provincial housing body to deal with the tenant. This is a public issue, since the news, political, and other organizations are concerned about the tenant's negative, risky and disruptive behaviour at the rental building.

## Analysis

### Legislation

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the thirty days indicated on a 1 Month Notice, due to the reasons identified in section 56(2) of the *Act* **AND** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

To satisfy section 56(2)(a) of the *Act*, the landlord must show, on a balance of probabilities, that:

- (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...*

### Findings

On a balance of probabilities and for the reasons stated below, I find that the tenant and people permitted on the property by the tenant, have significantly interfered with and unreasonably disturbed the landlord and other occupants at the residential property.

I also find that the landlord's application meets the second part of the test under section 56(2)(b) of the *Act*. I find that the landlord provided sufficient evidence that it would be "unreasonable" or "unfair" to wait for a 1 Month Notice to take effect.

I accept the landlord's documentary and affirmed testimonial evidence that the tenant and his guests engaged in violent, threatening, and destructive conduct at the residential property. I find that this is a pattern of behaviour for a period of five months from December 2020 to April 2021, that has caused *significant* interference, *unreasonable* disturbance, and safety risks to the landlord, the landlord's staff and other occupants at the residential property. I find that this behaviour has worsened after the landlord issued a 1 Month Notice to the tenant on March 12, 2021, and after filing this application on March 30, 2021. I accept the landlord's testimony that efforts have been made by the landlord to resolve these issues with the tenant, to no avail. I find that the tenant permitted guests to stay at his rental unit, who engaged in dangerous conduct with other occupants at the residential property, which are documented in the landlord's incident reports. I accept the landlord's testimony that the police attended at the residential property numerous times, as a result of calls from the landlord and other occupants, regarding the behaviour of the tenant and his guests.

The landlord submitted 39 pages of 56 incident reports from December 2020 to April 2021, regarding the tenant's and his guests' behaviour at the residential property. These incident reports were filed by other occupants in the rental building, the landlord's staff, the landlord's third-party security company, and the landlord's third-party decontamination company. These reports involve the behaviour of the tenant and his guests, relating to physical assault, verbal threats, possession of drugs and drug paraphernalia, heavy traffic of people coming in and out of the tenant's rental unit, and the tenant's video surveillance of the rental property.

I find that the landlord provided sufficient evidence regarding the urgency and seriousness of this situation. I accept the landlord's testimony that the tenant's and his guests' aggressive, threatening, and unsafe behaviour has been ongoing after this application was filed on March 30, 2021, and as recently as April 12, 2021, which is 7 days prior to this hearing on April 19, 2021. I accept the landlord's testimony that a 1 Month Notice was served to the tenant on March 12, 2021, more than one month prior to this hearing on April 19, 2021, and that it will not take effect until April 30, 2021. I accept the landlord's testimony that an RTB hearing may be required regarding the 1 Month Notice, which could be months into the future, in order to obtain an order of possession against the tenant. I accept the landlord's testimony that it is unfair for the occupants at the residential property to wait for the 1 Month Notice to take effect and to face serious safety risks related to themselves and their children.

Accordingly, the landlord's application for an early end to tenancy is allowed. The landlord is granted an order of possession effective two (2) days after service on the tenant.

Conclusion

The landlord's application for an early end to tenancy is allowed.

I grant an Order of Possession to the landlord effective two (2) days after service on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 19, 2021

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Residential Tenancy Branch