



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA COOL AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on March 22, 2021 (the "Application"). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Agents for the Landlord appeared at the hearing. The Tenant did not appear at the hearing. I explained the hearing process to the Agents who did not have questions when asked. I told the Agents they were not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The Agents provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence.

K.V. testified that the hearing package and evidence were posted to the door of the rental unit March 31, 2021.

Based on the undisputed testimony of K.V., I find the Tenant was served with the hearing package and evidence in accordance with sections 88(g) and 89(2)(d) of the *Act*. The Tenant is deemed to have received the package April 03, 2021 pursuant to section 90(c) of the *Act*. RTB notes show the hearing package had to be re-sent to the Landlord and that this was done March 31, 2021. Given this, I am satisfied the Landlord complied with rule 10.3 of the Rules in relation to the timing of service.

As I was satisfied of service of the Tenant, I proceeded with the hearing in the absence of the Tenant. The Agents were given an opportunity to present relevant evidence and make relevant submissions. I have considered the documentary evidence submitted

and all oral testimony of the Agents. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

A written tenancy agreement was submitted as evidence. The tenancy started January 01, 2021 and is a month-to-month tenancy. The agreement is signed for the Landlord and by the Tenant.

The Agents advised that the Tenant moved into the rental unit building in 2018 but lived in a different rental unit until January 01, 2021.

K.V. testified as follows. The Tenant assaulted another tenant in a common area of the rental unit building on March 15, 2021. The Tenant "sucker punched" the other tenant hard enough to knock the other tenant down on the floor. The assault was a culmination of months of inappropriate behaviour by the Tenant where the Tenant has been putting the safety of other tenants at risk. The Tenant has been carrying knives and being verbally abusive. On March 11, 2021, the Tenant and others set off a blank bullet in the rental unit. Police have attended numerous times due to the Tenant's behaviour. The Tenant brings a criminal element into the rental unit building. Other tenants have been assaulted by the Tenant's guests.

J.T. testified as follows. She has had numerous conversations with the Tenant about his behaviour and about carrying weapons. The Tenant's guests have caused issues for other tenants. There has been a lot of police presence at the rental unit building due to the Tenant's guests. A bullet was discharged in the rental unit and ERT had to attend. This tenancy has been untenable for a long time.

The Landlord submitted Occurrence Reports outlining the issues raised by the Agents.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause under section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test.

Based on the undisputed testimony of the Agents and the Occurrence Reports, I am satisfied of the following. That the Tenant assaulted another tenant on March 15, 2021 by punching the other tenant hard enough to knock the other tenant down on the floor. That the Tenant has behaved in an inappropriate manner for months which has put the safety of other tenants at risk. That the Tenant has been carrying knives around the rental unit building. That the Tenant has been verbally abusive to others. That the Tenant was involved in an incident where a blank bullet was discharged in the rental unit. That other tenants have been assaulted by the Tenant's guests. That police have attended the rental unit building numerous times due to the Tenant's behaviour.

Given the above, I am satisfied the Tenant has done all of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and
3. 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.

Further, I am satisfied it would be unfair and unreasonable to require the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect given the circumstances involve violence, a risk to the safety of others, verbal abuse and police attendance. I find the circumstances serious.

I am satisfied the Landlord has met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit which will be effective two days after service on the Tenant.

Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court 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 *Act*.

Dated: April 20, 2021

Residential Tenancy Branch