



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with a landlord's application for an order to end the tenancy early and obtain an Order of Possession under section 56 of the Act.

The landlord's agent appeared at the hearing; however, there was no appearance on part of the tenant.

Since the tenant did not appear, I explored service of hearing documents upon the tenant.

The landlord's agent testified that the proceeding package and evidence was posted to the rental unit door on April 28, 2021. The landlord provided a photograph of the documents posted to the door. Section 90 of the Act deems the recipient to have received the materials three days after posting to the door. I was satisfied the landlord duly served the tenant with notification of this proceeding in a manner that complies with the Act and the tenant is deemed to have received the landlord's hearing materials three days after posting, or May 1, 2021. Accordingly, I continued to hear from the landlord's agent without the tenant present.

The landlord's agent was affirmed and confirmed he was not making recording of the proceeding.

Issue(s) to be Decided

1. Has the landlord established a basis for ending the tenancy early and obtaining an Order of Possession under section 56 of the Act?
2. Recovery of the filing fee.

Background and Evidence

The tenancy started on December 1, 2016 and the landlord collected a security deposit of \$187.50. The tenant is required to pay rent of \$375.00 on the first day of every month. The landlord is a City who provides affordable housing to individuals with low income and/or disabilities.

In making this Application for Dispute Resolution, the landlord submitted the following reason for seeking an early end to the tenancy:

On March-6-2021 at 9:22am [name of tenant] was threatening staff on shift and was verbally abusive. [Tenant] repeatedly said "I am fighting you". [Tenant] has received multiple warning and breach letters for ongoing threatening behavior towards other tenants and staff. He has kicked other tenants doors, kicked peoples belongings away from them, people that are unable to defend themselves. [Name of landlord] hired private security guards on duty 24hrs due to ensure safety of staff and tenants.

[Reproduced as written with names omitted by me for privacy reasons]

As far as the threats made on March 6, 2021 the landlord's agent testified that the tenant told a staff person that he was going to get the staff person's daughter. The staff person and the landlord took that threat so seriously that they relocated the staff person to another location and hired security.

The landlord's agent submitted that on March 9, 2021 the tenant was served a One Month Notice to End Tenancy for Cause due to the above described reasons; however, the tenant did not file to dispute the One Month Notice, the tenant did not vacate the rental unit and the tenant's behaviour continues to be hostile and aggressive, such as:

On May 7, 2021 the tenant threw his own father down to the ground at the property. Last week, the tenant was kicking the doors of rental units occupied by the landlord's other tenants. Approximately two weeks ago, the tenant was pounding on the Plexiglas barrier where food was being served yelling profanity and being aggressive. Also of concern is the tenant is not wearing a mask while in common areas despite the requirement to do so because of the Covid-19 pandemic.

The landlord's agent speculates that mental health and/or drug abuse may be responsible or contributing to the tenant's erratic and aggressive behaviour.

Analysis

Under section 56 of the Act, the Director, as delegated to an Arbitrator, may order the tenancy ended earlier than if the landlord had issued a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") and grant the landlord an Order of Possession. The landlord must demonstrate cause for ending the tenancy and that it would be unreasonable to wait for a 1 Month Notice to take effect.

Below I have reproduced section 56 of the Act:

- 56** (1) A landlord may make an application for dispute resolution to request an order
- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
 - (b) granting the landlord an order of possession in respect of the rental unit.
- (2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,
- (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, and

(b) 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 [*landlord's notice: cause*] to take effect.

The landlord's burden is high as section 56 is intended to apply in the most serious of circumstances.

Upon consideration of all of the unopposed evidence before me, I find the landlord has cause to end the tenancy due to the actions of the tenant that include uttering threats toward the landlord's staff persons and unreasonably disturbing other tenants of the property. Given the tenant's conduct has continued to be aggressive and unreasonably disturbing toward staff and other occupants by yelling, kicking doors of other tenants and pounding on the Plexiglass when meals are being distributed; and, assaulting a visitor since the Application for Dispute Resolution was served, I find it would be unreasonable to wait for a proceeding to deal with the One Month Notice. Therefore, I order this tenancy ended and I provide the landlord an Order of Possession effective two days after service of the Order of Possession upon the tenant, as provided under section 56 of the Act.

I award the landlord recovery of the \$100.00 filing fee. The landlord is authorized to deduct \$100.00 from the tenant's security deposit to recover this award.

Conclusion

I have ordered the tenancy is ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants under section 56 of the Act.

The landlord is awarded recovery of the filing fee and is authorized to deduct \$100.00 from the tenant's security deposit to recover this award.

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: May 10, 2021

Residential Tenancy Branch