



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE JOHN HOWARD SOCIETY PACIFIC  
REGION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

On June 16, 2021, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

J.M. attended the hearing as an agent for the Landlord; however, the Tenant did not attend the hearing at any point during the 14-minute teleconference. At the outset of the hearing, I explained to J.M. that recording of the hearing was prohibited and she was reminded to refrain from doing so. She acknowledged this term. As well, she provided a solemn affirmation.

She advised that the Tenant was served the Notice of Hearing and evidence package by hand on June 29, 2021, and a signed proof of service form was submitted to confirm service of this package. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was duly served the Notice of Hearing and evidence package. She also stated that the Landlord provided the Tenant with an opportunity to view the digital evidence; however, the Tenant declined this offer. As I am satisfied that the Tenant had been served the Landlord’s evidence and had a chance to view the digital evidence as well, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

### 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.

J.M. advised that the tenancy started on June 1, 2020, that rent was currently established at \$442.00 per month, and that it was due on the first day of each month. A security deposit of \$221.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

She submitted that the Tenant raised his fist and threatened another resident of the property on January 8, 2021, that he made additional threats about this person to staff on January 13, 2021, and that he engaged in a verbal altercation with this same resident on January 28, 2021.

She stated that on February 7, 2021, the Tenant advised staff that he would kill this resident, and he was given a “no go” to contact this person. However, on February 13, 2021, he physically assaulted this resident and he engaged in a verbal altercation with this person on February 19, 2021. On February 23, 2021, the Tenant was taken away by the police due to the February 13, 2021 assault.

She testified that on March 20, 2021 and April 29, 2021, the Tenant was shouting at this same resident.

She advised that on May 1, 2021, the Tenant was screaming derogatory remarks at this other resident, that he told staff that he would “beat up” this other resident on May 14, 2021, and that the police were called on May 28, 2021 due to the threats from the Tenant.

Finally, she submitted that the Tenant attempted to assault this other resident on June 5, 2021 and the police were called again.

She referenced the documentary evidence and digital evidence to support the Landlord’s position with respect to the Tenant’s ongoing violent and threatening behaviours. She stated that the Landlord had been working with the Tenant to assist him with his mental health challenges; however, these efforts have been unsuccessful.

In addition, she stated that the resident, that has been the focus of the Tenant’s behaviours, has never been reported to be a problem or to have ever antagonized the Tenant. Rather, this resident has been hesitant to contact the police about these behaviours as he does not want to cause trouble.

## Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.*

Based on the undisputed evidence and solemnly affirmed testimony before me, I am satisfied that the Tenant has been arrested for his recent conduct and that he has continued to display violent, aggressive, and inappropriate behaviours. Furthermore, the consistent and undisputed evidence is that the Tenant was advised not to interact with this other resident; however, he continued to do so in an unacceptable manner.

Ultimately, I am satisfied that the Tenant's behaviours were likely intentional, aggressive, malicious, and that they pose a danger that would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord must also demonstrate 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 for cause” to take effect. Based on the consistent evidence and testimony of the Tenant’s troublesome past and current behaviors, I accept that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons above, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

### Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant 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: July 6, 2021

---

Residential Tenancy Branch