



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Landcore Management Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided testimony. However, the Tenant did not appear. The Landlord stated that he posted a copy of the Notice of Dispute Resolution Proceeding and his evidence to the Tenant's front door on August 17, 2021, which is the same day the Notice was given to the Landlord by our office. Pursuant to section 90 of the Act, I find the Tenant is deemed to have received this package on August 20, 2021, 3 days after it was posted to his door. I note this was an expedited hearing, and the Landlord has sufficiently served the Notice of Hearing and evidence package to the Tenant within the appropriate time frame.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. 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 end the tenancy early and obtain an Order of Possession?

Background and Evidence

The Landlord stated that this Tenant has a long history of hard drug use, and violence. The Landlord stated that there have been approximately 7-8 occasions where the Tenant has been violent towards others in the past, within the building. The Landlord stated that the Tenant has been reported to police, but very little has been done.

The Landlord is concerned for the safety of himself, as well as the maintenance worker in the building. Recently, the Landlord explained that the Tenant threatened to use a wooden stick in his apartment to kill the Landlord (approximately 3 weeks ago). The Landlord also stated that the Tenant, around May 26, 2021, attacked another Tenant in the building. More specifically, an witness statement was provided from this individual who also lives in the building (the maintenance worker) stating that while he was standing outside an entry door, the Tenant saw him through the glass door, rushed the door, pushed it open, and purposefully knocked the maintenance worker over, knocking him unconscious.

The Landlord stated that he was present for this whole incident and can confirm that the Tenant did this on purpose, as it was a glass door, and it was easy to tell that the door would strike the maintenance worker when he charged it and pushed it open.

The Landlord stated that the Tenant has also been witnessed smoking crack behind the building within the last couple of weeks, and he is very concerned that the Tenant will seriously harm someone else. The Landlord stated that the maintenance worker is now on stress leave due to the assault on May 26, 2021.

Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a

notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, there is sufficient cause; and, 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.

I have carefully considered the undisputed evidence before me and I find the Tenant's behaviour is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. I find the Tenant's verbal threats of violence, combined with hostile and physically aggressive behaviour poses has caused harm to the maintenance worker (who also lives in the building) and it also poses an significant and ongoing risk that further violence could occur. I find this poses an immediate and severe risk to other occupants and the Landlord. As such, I find the Landlord is entitled to an order of possession.

Since the Landlord was successful in this application, I award the recovery of the filing fee paid. I authorize the landlord to retain \$100.00 from the Tenant's security deposit in full satisfaction of the filing fee paid.

Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be 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: August 31, 2021

Residential Tenancy Branch