



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayview Strata & Rental Service Inc. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act.

An agent for the Landlord, C.L. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended for the Tenant. The teleconference phone line remained open for over 10 minutes and was monitored throughout this time. The only person to call into the hearing besides me was the Agent, who indicated that she was ready to proceed. I have also confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

The Agent said in the hearing the Tenant was served with the Application, Notice of Hearing, and documentary evidence by posting them on the rental unit door on August 18, 2021. Pursuant to section 90 of the Act, I find that the Tenant was deemed served with the Notice of Hearing documentation on August 21, 2021, three days after it was posted on the door.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about it. During the hearing the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Agent provided her email address in the Application and she said that the Tenant does not have an email address. The Agent confirmed her understanding that the Decision would be emailed to the Landlord and mailed to the Tenant, with any Orders sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the early termination of the tenancy in accordance with section 56 of the Act?

### Background and Evidence

The Agent submitted a tenancy agreement signed by the Parties. The Agent confirmed the following details of the tenancy. The periodic term tenancy began on May 15, 2019, with a monthly rent of \$1,400.00, due on the 15<sup>th</sup> day of each month. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$700.00, and a pet damage deposit of \$700.00.

In the hearing, the Agent said that the reason the Landlord seeks an early termination of the tenancy and an order of possession is because the Tenant poses an immediate risk to the unit and to surrounding units. The Agent said:

[The Tenant] has been incredibly disruptive and dangerous. The unit is in danger from the hazardous waste of animal pee and poo on the carpet and rotting food on counter. Also smoking in the unit, and irresponsible disposal of cigarettes – there are burn marks.

In addition, the Agent said the Tenant repeatedly pulls the fire alarm, which requires the whole building to evacuate. The Agent said:

She does it at all times of the day and night – 2 a.m. or 10 a.m. She has threatened to kill me and other occupants, and their pets. We have been working with her support team and they agree that she should not live here. They have another place for her to go.

Other incidents – there was water leaking out of unit into the hallway, but she hasn't permitted anyone from the Strata; they won't enter without police, because they are afraid of her.

Everyone understands that she should move on, including her support team, but she's refusing to leave despite having a place to go.

The Agent submitted letters from other tenants, which included the following. This other tenant of the building in which the Tenant lives wrote a two-page letter setting out her experiences with the Tenant living in residential property. This tenant closed her letter as follows:

I know I sound a bit dramatic, but these are all serious red flags and I take safety seriously. This woman is a threat to the safety of every resident of this building, including herself. We are almost literally playing with fire allowing her to stay.

I have also heard from neighbours about how she has threatened them. I have heard from neighbours about how they witnessed her threatening others. It's illegal to threaten people.

I didn't see the eviction notice, but I did hear the relief in other residents' voices as they told me we were soon to be free of the stress she causes.

She's made people uncomfortable. She's broken building rules. She's broken building bylaws. She's broken the law. She needs to be removed from this property to keep the other residents safe and in hopes she will get the support/education she needs.

Another tenant wrote the following about her concerns with the Tenant:

August 4, 2021

To whom it may concern :)

I am writing this in regard to a verbal statement that happened to on July 4<sup>th</sup>, 2021. The tenant in 101 ( [the Tenant]) made a verbal altercation to me when I was coming in from taking my dog for a pee. I came in the back door headed towards the elevator and [she] saw me and said 'why are u not speaking to me!' than I ignored her than she proceeded to say 'God will kill me' that to my face. !

proceeded to head in the elevator to my apartment. It left me shaken and upset for a couple weeks cause I have a disability that affects me and how I process statements towards me and deal with them and now have anxiety to this day and try to avoid her hoping not to run into her and fear for my safety with her living here.

Thanks for reading my complaint .

[reproduced as written]

The Agent submitted a document entitled "Interim\_Inspection\_Aug\_5", which set out that the following parts of the rental unit were damaged or dirty: walls, ceiling, doors, windows, flooring, lights, stove/oven, bath/shower, toilet, washing machine and dryer.

This report also said the following:

General Comments:

- House is very damaged
- Smells like rotten food
- Tenant is smoking in bed
- Vertical blinds gone
- Damaged walls
- Damaged washer and dryer
- Carpets full of stains

The Agent and these other tenants also said that the police have attended the rental unit on multiple occasions to deal with the Tenant's activities. The Agent said: "She has repeatedly, habitually pulled the fire alarm in this elder residence. What if someone breaks a hip going down the stairs? This is possible."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, a landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the Agent, I find that they Landlord has met this burden.

I accept the Agent's undisputed evidence that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property.

I find the Landlord submitted sufficient evidence that the Tenant has repeatedly pulled the fire alarm at all hours of the day and night. I find that this unreasonably disturbs other tenants and the Landlord. Further, I find from the Agent's evidence that this could reasonably result in a senior falling and breaking a bone(s) when trying to exit the building when the fire alarm is pulled.

I find such activities, along with police having to be called to the residential property multiple times would cause the Landlord, and the other tenants to be unreasonably disturbed.

I also accept the Landlord's undisputed evidence that the Tenant smokes in bed, which I find puts the Landlord's property at significant risk.

Due to these conclusions, I, therefore, find that the Landlord has proven on a balance of probabilities that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord, as well as put the Landlord's property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for the One Month Notice to End Tenancy to take effect, as I find without an immediate Order of Possession, they are less likely to be able to preserve their property.

I, therefore, grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. I grant the Landlord an **Order of Possession** that will be **effective two days** after it is deemed served to the Tenant.

### Conclusion

The Landlord's Application is successful. I find that the tenancy ended. The Landlord is granted an Order of Possession effective two days after service on the Tenant. This Order of Possession is granted pursuant to section 56 of the Act.

Pursuant to section 56 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided

with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible.

Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 02, 2021

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Residential Tenancy Branch