



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On August 27, 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*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

J.T. attended the hearing as an agent for the Landlord. The Tenant attended the hearing as well, with G.B. and J.B. attending the hearing as advocates for the Tenant. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

J.T. advised that the Tenant was served the Notice of Hearing and evidence package by email on September 9, 2021 and the Tenant confirmed that he received this package by email, and then via a USB stick. As well, he acknowledged that he believes he was able to view the videos included, but he elected not to. He did not have a position with respect to when or how this Notice of Hearing or evidence package was served. 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. As such, I have accepted all of the Landlord’s evidence and will consider it when rendering this Decision.

The Tenant advised that he did not submit any evidence for consideration on this file.

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?
- Is the Landlord entitled to recover the filing fee?

### 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.

All parties agreed that the tenancy started on August 1, 2021, that rent was currently established at a subsidized amount of \$294.00 per month, and that it was due on the first day of each month. A security deposit of \$550.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

J.T. advised that as per a police report, on August 20 and 21, 2021, the Tenant repeatedly threatened staff at local businesses and then police personnel. The police located the Tenant in the rental unit, and he had barricaded himself inside. The Tenant refused to cooperate, and he hurled offensive remarks at the police outside. A standoff of approximately seven hours ensued and the police were forced to evacuate most of the third-floor residents of the building to ensure their safety, but some residents were not able to be moved out of their units. At 11:00 PM, the police were forced to drill holes in the walls of an adjoining suite to deploy CS gas into the rental unit to incapacitate the Tenant.

She referenced documentary and digital evidence of this incident to support the Landlord's position. She advised that this chaotic incident caused some residents of the building to become disturbed and to fear for their safety, and one resident believed that the holes drilled in the walls were from bullets. In the short duration of the tenancy, she stated that two other female residents reported encounters where the Tenant spontaneously and aggressively hurled profanity at them for no discernible reason.

The Tenant confirmed that he was asked to leave a business and he has troubles communicating effectively; however, he did not threaten the staff at this business. After this, he had an altercation with a care worker, so he purchased some alcohol and went

home. He consumed too many pills of his prescribed medication and combined that with the consumption of alcohol. Due to this combination of excess pill consumption with alcohol, he remembers very little of the incident with the police; however, he does not dispute the events as portrayed by the Landlord. He stated that none of his actions on those days were done with any ill intent or malice. He testified to setbacks he has had in attempting to deal with personal issues.

G.B. advised that the Tenant has been working hard to make meaningful progression, but this incident was an unfortunate setback exacerbated by a confluence of factors.

J.B. advised that it is his belief that the police discriminate against the Tenant due to his past, and their decision to deploy the ERT team is not the Tenant's fault. He stated that the Tenant is making the best attempts that he can to move forward in a positive manner.

### 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.*

When reviewing the totality of the evidence before me, it is undisputed that the Tenant had engaged in a situation which precipitated a police response and then necessitated the ERT team, after a seven-hour standoff, to forcibly extricate the Tenant. While the Tenant admittedly mixed an improper dose of his medication with alcohol, causing him not to remember much of the incident, it is more likely than not that he uttered threats, profanity, and engaged in seemingly aggressive, inappropriate, and violent behaviours, causing the police to respond accordingly. As well, it is evident that his behaviours were at least partially a result of this combination of medicine and alcohol. While he took issue with some statements provided by other residents of the building, he did not dispute aggressively hurling profanity at two residents of the building, unprovoked.

While I acknowledge that some of the behaviours as described could have been attributed to the combination of excessive pill consumption mixed with alcohol, the undisputed evidence is that the Tenant acted in a manner that required serious police intervention. In my view, it was apparent that the Tenant had engaged in aggressive and violent behaviours that necessitated the police to remedy. As such, I accept that the nature of the Tenant's behaviour caused fear for the safety of the residents of the building.

Ultimately, while maybe not intended by the Tenant, I find that his behaviours were aggressive, malicious, and unacceptable, and that there is no guarantee that a similar incident may not happen should this tenancy continue. I am satisfied that this poses a danger that would fall into the categories of significantly interfering with or unreasonably disturbing another occupant or the Landlord and seriously jeopardizing the health or safety or a lawful right or interest of 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 undisputed testimony of the Tenant actions, I accept that there is a genuine concern for the ongoing safety of the other residents of the property. I find that there is a realistic possibility that future, similar incidents could occur should this tenancy continue. Moreover, given that the Tenant was not aware of his behaviours during this incident, I am satisfied that it is probable that any future threats/actions may escalate to the point that could further endanger the welfare of 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 undisputed evidence is sufficient to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain a portion of the security deposit in satisfaction of this claim.

### 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: September 23, 2021

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Residential Tenancy Branch