



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Dispute Codes

### Introduction

On August 9, 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.D., D.L., and K.G. attended the hearing as agents for the Landlord; however, the Tenant did not attend at any point during the 36-minute teleconference. At the outset of the hearing, I informed them 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.

At the start of the hearing, J.D. advised that she had received a call from a resident of the building just prior to this hearing. The resident reported that it sounded as if the Tenant was turning the rental unit upside down. As well, this resident informed J.D. that the Tenant had recently been charged by the police with breaking and entering, assault, and uttering threats. In response to this report, J.D. sent staff to the rental unit to conduct a welfare check on the Tenant. The Tenant answered the door and claimed that she would be taking a sedative.

J.D. then advised that minutes before the teleconference hearing started, the Tenant came down to the front door of the Landlord’s office and was currently kicking it. She was also yelling and screaming. The police were called, and J.D. monitored this situation with the Tenant to ensure the safety of her staff and other residents. She stated that the Tenant was currently now laying down in front of the door while the hearing proceeded.

J.D. advised that the Tenant was served the Notice of Hearing and evidence package by hand on August 19, 2021. A signed proof of service form was submitted to corroborate 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. As such, I have accepted all of the Landlord's 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.D. advised that the most current tenancy started on December 1, 2018, that rent was currently established at a subsidized amount of \$320.00 per month, and that it was due on the first day of each month. A security deposit of \$256.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

She submitted that the Tenant has had a prior history of verbal and physical outbursts against staff and other residents. She stated that another resident of the building had filed a complaint to the Landlord as the Tenant had punched her prior to June 2021. This resident contacted the police, but the Tenant was not charged after the police investigated as it was determined that this was a she said/she said incident. D.L. confirmed the details of this incident.

J.D. then advised that the Tenant subsequently barged into the room of another resident on June 9, 2021 and was yelling, screaming, and threatening this person. D.L. confirmed that this incident happened, and she stated that the commotion was so loud that another resident of the building heard this and came to the aid of the other resident. The assisting resident removed the Tenant, due to her violent behaviour, and the Tenant assaulted this person as well. She stated that the Tenant then ran away, was eventually caught by the police, was arrested, and then charged. D.L. submitted that she served the Tenant with a notice to end tenancy on June 11, 2021. The Tenant became aggressive and lunged at her. The Tenant also screamed, "You have no idea what's going on!"

K.G. advised that she had contacted the Tenant by telephone regarding a move-out inspection on July 31, 2021. She stated that the Tenant became irate and threatened her by screaming, "I will kill you!" She submitted that the Tenant then realized the severity of the threat and clarified that the threat was that she would be "killed" with "paperwork". This incident was reported to the police and she accompanied a constable to discuss this allegation with the Tenant. She stated that the Tenant became aggressive and growled at her and that the police had to stand in between them to ensure the safety of K.G.

J.D. updated the current status of the Tenant's behaviours and advised that the police had arrived. They talked to the parties involved and had allowed the Tenant to leave as she did not appear at that time to be a danger to anyone. J.D. referred to documentary evidence submitted to support the allegations of the Tenant's behaviours.

### 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 uttered threats to other residents and staff of the building and had engaged in seemingly aggressive, inappropriate, and violent behaviours in the past. In addition, it was apparent that the Tenant had engaged in violent and aggressive behaviours just prior to and during the teleconference call, causing fear for the safety of the staff and residents of the building.

Ultimately, I find that the Tenant's behaviours were aggressive, malicious, and unacceptable, and that they pose 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's troublesome past, 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 will occur should this tenancy continue. Moreover, 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 or staff 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.

### 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 7, 2021

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Residential Tenancy Branch