



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for an early end to this tenancy and an order of possession pursuant to section 56.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 10:08 am in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 am. The landlord's program manager ("**JS**") and director of supportive housing ("**KE**") attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that JS, KE, and I were the only ones who had called into this teleconference.

JS testified the landlord served that the tenant with the notice of dispute resolution form and supporting evidence package by posting it on the door of the rental unit on August 20, 2021. The landlord submitted a signed and witnessed Proof of Service form (#RTB – 9). I deem that the tenant was served with the required documents on August 23, 2021, three days after the landlord posted them, in accordance with sections 88, 89, and 90 of the Act.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord's representatives, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The parties entered into a written tenancy agreement starting May 1, 2021. Monthly rent is \$375 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$187.50, which the landlord continues to hold in trust for the tenant.

JS testified that in the short time the tenant has resided in the rental unit, she or someone she has permitted onto the residential property have been involved in a number of incidents which has disturbed the landlord's staff and other occupants of the residential property and have damaged the landlord's property.

The landlord submitted several "Critical Incident Reports" (hereinafter referred to as a "**report**" or the "**reports**") into evidence. JS testified that these reports are prepared by the landlord's staff members who witnessed the incident shortly after the incident occurred. They are then provided to JS, to keep her apprised of events.

The landlord also submitted excerpts from its logbook, which is made by the landlord's staff contemporaneously with the events it records.

In her testimony, JS recounted the events contained in the reports and the logbook. As JS did not witness many of the events she spoke about, and referred to these documents during her testimony, I will reproduce or summarize the contents of these documents, rather than that of her testimony.

On July 20, 2021, the landlord's logbook recorded an incident where a guest of the tenant ("**CB**") tried to gain access to the residential property but was denied entry by staff. The tenant then arrived next to CB and demanded entry, but, because she had her hood up and staff could not see who she was, she was denied entry. The tenant then started kicking the door and ripped off her hood. The landlord's staff then let them in. The tenant said to the landlord's staff member (who is a woman of colour) "you're lucky to work here". When the staff asked the tenant what she meant, the tenant replied, "you don't need to know", walked away and continued to yell profanities. JS intimated that the tenant's comments were racially motivated.

The logbook records that the tenant later came down to apologize for the incident.

On July 22, 2021, the tenant requested that the staff conduct an extra wellness check on her. Such checks are a service that the landlord offers. The July 22 report states:

[The landlord's staff members B and F] went to knock on [the tenant's] door, informing her, that it was staff. [The tenant] responded stating "which staff is it because if it's the staff with the 'red wig', I'm going to do something and lose my tenancy. I'm going to count until five and if you guys don't leave I'm going to come out and harm you." Staff could hear shuffling, and opening her drawers, as she counted down to 1, therefore staff left, and continued the round. [The landlord's staff member M] received another call from [the tenant] stating that [M] sent the wrong staff, and that she does not want to talk to/like [B and F]. [The tenant] started yelling profanities at [M] and saying that she is "done".

On August 1, 2021, CB attended the residential property and got stuck in the elevator. JS testified that as soon as the landlord's staff learned of this, they contacted the

elevator maintenance company to get him out. However, CB contacted a friend, who pried the elevator door open, damaging it. Additionally, while CB was in the elevator, he destroyed the elevator's telephone. This damage caused the elevator to be inoperable for five days. The landlord did not submit a report for this incident but did submit an invoice for the elevator repair. It also submitted a letter written by JS to the tenant dated August 1, 2021 wherein JS advised the tenant of CB's actions and notified her that the landlord was issuing a "bar of your guest effective immediately".

JS testified that the landlord has a "regular guest" policy, whereby a tenant can vouch for a guest of theirs, taking responsibility for their guest's actions, and the landlord's staff will allow the guest into the residential property with requiring the tenant come down to the front door to retrieve them. JS testified that, at the time of the incident, CB was the tenant's "regular guest".

CB returned to the rental unit later on August 1, 2021. The August 1 report states:

At approximately 17:40hrs, [CB], enters building and requests to be led up to [the rental unit] to retrieve his belongings. He was not allowed as he is barred, and he would have to wait for [the tenant] to bring him his belongings. While exiting the building he punched the front door glass breaking it.

JS testified that the police were called following this incident, that the landlord pressed charges and obtained a "no go order" against CB.

On August 4, 2021, the tenant was involved in a confrontation with two persons (one of whom was known to staff, but who was not an occupant of the residential property or a guest of an occupant). After an altercation with the first individual, the tenant came into the residential property and asked staff to call the police. The second individual then appeared outside and got in a physical altercation with the first. He bear-sprayed the first person. The tenant "threw a large tool" at the first person. The tenant yelled at staff for not helping her.

On August 7, 2021, the tenant threatened another occupant of the residential property and a staff member. The August 7, 2021 report states:

Front desk received a call about a disturbance on the 2nd floor, [landlord staff members R and RZ] went up to check it out. [The tenant] was yelling at room [number redacted] while pulling a lamp post from under his door and yelling at him. She said she was going to get a crowbar then going to pry the door open and shoot him with her BB gun. [R and RZ] asked her to lower her voice, she told us to fuck off and she wants her lamp. The tenant in [redacted unit number] said she just hit him and he will not open the door. [The tenant] told us to get away from her or she was going to do something she'll regret. [R] responded that we will go if she agrees to keep it down. She told us she was going to bear mace us

if we didn't leave her alone. She went face to face with her fist high threatening [R].

The landlord submitted security camera footage (without sound) showing this incident. In addition to raising her fist at one of the landlord's staff members, the tenant can also be seen placing her hands on the staff member, which JS characterized as a push. JS testified, from first-hand experience, that any aggressive physical contact from a tenant to a staff member can cause the staff member a great deal of stress and emotional damage. She testified that the staff work in a high-stress environment, and the staff members cannot be sure, as a tenant approaches them, if the physical contact will be violent in nature.

On August 9, 2021, JS sent the tenant a letter entitled "Breach Letter - Notice of End of Tenancy" which attached a one month notice to end tenancy for cause. In the letter, JS recounted the several incidents recorded above, citing them as bases for ending the tenancy.

Later on August 9, 2021, the tenant was verbally abusive towards the landlord's staff. The August 9 report states:

[The tenant] came to ask for snacks. Staff offered her one of each with a coke. She stood at front desk not leaving, staff asked if she would like something else. She wrote on a piece of paper and asked staff to read it, it stated switch the pop, and give me a bag of salt and vinegar chips. Staff replied asking her if she would like ginger ale instead, she said no initially so she received the chips alone. She became angry raising her voice calling staff offensive names, saying staff can't read and was very offended and threatening to hit staff if she meets her by the hallways or anywhere. Accused staff of telling her to kill herself saying she recorded staff saying that on camera. Staff told her I never mentioned that but she can speak to manager about it if she wishes

JS testified that this final verbal assault on the landlord's staff prompted the landlord to file for an end to tenancy on an expedited basis. She testified that the staff does not feel safe working with the tenant. She testified that the cumulative behavior of the tenant throughout the tenancy warrants ending the tenancy, and the abusive way in which the tenant treats the landlord's staff would make it unfair for the landlord to have to wait to end the tenancy by way of a one month notice to end tenancy for cause.

JS testified that, after filing this application, the tenant had another altercation with staff and an occupant of the residential property. She testified that the staff deescalated the situation, and that the tenant told the staff member that she would cause her harm on eviction day.

Analysis

Section 56 of the Act states:

- (2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,
- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
 - (iii) put the landlord's property at significant risk;
 - (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) 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, or
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - (v) caused extraordinary damage to the residential property, and
 - (b) 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 [*landlord's notice: cause*] to take effect.

Policy Guideline 51 discusses early end to tenancy applications. In part, it states:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker.

The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month).

Without sufficient evidence the arbitrator will dismiss the application. Evidence that could support an application to end a tenancy early includes photographs, witness statements, audio or video recordings, information from the police including testimony, and written communications.

The reports submitted into evidence by the landlord constitute sufficient evidence to support the allegations of the landlord. These reports were documents created in the

course of the landlord operating its business, for business purposes (to advise JS of events), and shortly after the events they describe occurred.

I find the reports and logbook reliably recount the events that occurred, due to the events being fresh in the mind of writer when the reports were created. These reports are tantamount to written statements of the landlord's staff members who witnessed the events. As such, I accept the contents of the reports and the logbook as true.

I find that the tenant, on numerous occasions, was verbally abusive towards the landlord's staff. I find that, on one occasion, she laid hands on a staff member. I accept JS's testimony that this would be mentally stressful for the employee. These incidents amount to unreasonable disturbances to the landlord.

I find that the tenant threatened to shoot another occupant of the residential property with a BB gun. I find that such a comment would have unreasonably disturbed the tenant and amounts to an illegal act that adversely affected the occupant's quiet enjoyment of the property and feeling of security.

By naming CB her "regular guest" which granted him the right to access the residential property without being let in by the tenant, I find that the tenant permitted CB onto the residential property. I find that CB broke the elevator telephone and smashed the glass on the front door of the residential property. These actions amount to illegal activities which damaged the residential property.

For the foregoing reasons, I find that the landlord has proven, on a balance of probabilities, that the tenant has met multiple criteria set out at section 56(2)(a) as reasons for which the tenancy may be ended.

Additionally, I accept JS's testimony that the staff does not feel safe working with the tenant. I do not find it unreasonable for the staff members to feel this way, given the conduct of the tenant towards them and others. I find that, even in the face of eviction, the tenant has not stopped acting in an abusive fashion toward the landlord's staff. As such, I find that it would be unfair to the landlord's staff (and by extension, the landlord) to require that they wait to end the tenancy by way of a One Month Notice to End Tenancy for Cause. I see little reason to allow the tenant a continued opportunity to treat the landlord's staff in an abusive fashion. The landlord has satisfied the requirement set out section 56(2)(b).

I order that the tenancy is ended pursuant to section 56 of the Act. I attach an order of possession effective two days after it and a copy of this decision are served on the tenant by the landlord.

Conclusion

Pursuant to section 56 of the Act, I order that the tenant deliver vacant possession of the rental unit to the landlord within two days of being served with a copy of this decision and attached order by the landlord at 1:00 pm.

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 2, 2021

Residential Tenancy Branch