



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mt. Washington Hostel  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

On September 2, 2021, the Landlord submitted an Application for Dispute Resolution under Section 56 of the *Residential Tenancy Act* (the “Act”) requesting that the tenancy end early and for an Order of Possession for the rental unit. The matter was set for an expedited participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. As such, I find that the evidence before me is admissible for this hearing.

### Preliminary Matters – Settlement attempt

Section 63 of the Act allows an arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision and include an Order.

Accordingly, I attempted to assist the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties. The parties could not find consensus on the terms of a Settlement Agreement; therefore, the following testimony and evidence was heard, and a Decision made by myself (the Arbitrator).

### Issue to be Decided

Should the Landlord be granted an early termination of the tenancy and receive an Order of Possession, in accordance with section 56 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began on February 16, 2020. The rent is \$475.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$237.50.

The Landlord stated that there have been several incidents where the Tenant and/or his guest has significantly interfered with or unreasonably disturbed another occupant of the residential property; and, seriously jeopardized the health and safety of another occupant.

The Landlord submitted a warning letter, dated July 5, 2021, that documented an incident on July 2, 2021, where the Tenant and his guest(s) had been bothering other tenants by making excessive noise and throwing dishes, bottles and garbage out the window and down to the back alley.

The Landlord submitted a video, dated July 20, 2021, that showed a female guest of the Tenants either jumping, falling or being pushed from the Tenant's window and falling to the pavement below.

The Landlord submitted a signed statement from an occupant of the residential property that stated the Tenant's guest attended to the occupant's unit on August 24, 2021 with a pair of scissors and threatened her life. The police were called, and the Tenant's guest was arrested. The occupant stated that she is "quite scared" as the Tenant has verbally abused her and other occupants in the past. The Landlord stated there is a RCMP file number associated to this incident.

As a result of the Tenant and his guests seriously jeopardizing the health and safety of other occupants in the residential property, the Landlord is requesting an early end of tenancy and an Order of Possession.

The Tenant stated that it was his girlfriend that climbed out the window of the rental unit and fell.

The Tenant stated that his girlfriend was the guest who went to speak to the other occupant to ask to use their phone, and that there were no scissors present or threats made.

The Tenant stated he has made arrangements to move out of the rental unit; however, needs some more time to do so.

### Analysis

Section 56 of the Act establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy, and to request an Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by 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.*

The causes for ending the tenancy early, as listed above, are identical to the causes for which a landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the landlord has the grounds to end the tenancy for cause is that when a landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the landlord must also prove that it would be unreasonable or unfair to the landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the tenant must be extreme and require immediate action.

Based on the undisputed testimony and evidence before me, I am satisfied, on a balance of probabilities, that the Landlord has grounds to end this tenancy for cause, specifically, that the Tenant's guest has seriously jeopardized the health and safety of other occupants by threatening them with scissors.

I find that it would be unreasonable for the Landlord to wait for a Notice to End Tenancy for Cause, under section 47 of the Act, to take effect as there seems to be a genuine concern for the ongoing safety of the other occupants of the residential property.

Therefore, I find that the Landlord has provided enough evidence to justify an early end to this tenancy. As such, I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord's Application has merit, and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

As such, I authorize the Landlord to deduct \$100.00 from the security deposit.

### Conclusion

Pursuant to Section 56 of the Act, I grant the Landlord an Order of Possession to be effective two days after the Order is served 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: October 04, 2021

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Residential Tenancy Branch