



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### 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 the issuance of an Order of Possession pursuant to section 56;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Only the landlords agent appeared at the hearing. The landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The landlord testified and supplied documentary evidence that she served the tenant with the Notice of Hearing and Application for Dispute Resolution by posting it on his door in the presence of a witness on September 22, 2021 and also personally serving the tenant in the presence of a witness on September 25, 2021. I find the tenant has been duly served in accordance with section 89 of the *Act*; the hearing proceeded and completed on that basis. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?  
Is the landlord entitled to the recovery of the filing fee from the tenant?

### Background and Evidence

This tenancy began on September 1, 2021 at the subject location however the tenant has been housed with the Society in another location since 2013. The current monthly rent of \$1050.00 is due on the first of each month. The landlord holds a security deposit

of \$184.50. The landlords agent testified that since the tenant has moved to the new location his behaviour has become erratic, threatening, unpredictable, and dangerous. The agent testified that the police have attended on numerous occasions. The agent testified that she has tried to work with the tenant however, his behaviour has gotten worse and he refuses to cooperate. The agent testified that other tenants are afraid of the subject tenant. The landlord filed this application for the following reasons:

*“Tenant has damaged building fire alarm system, swung a meat cleaver and tried to kick in occupied unit doors in a building that houses families with young children and vulnerable seniors, verbally assaulted other tenants, tried to shove items under unit doors, left clothing and sleeping bags obstructing hallways, yelled at top volume for prolonged periods, vomited repeatedly in hallways, smashed own unit door in, had police summoned, continually smokes in unit, attempted to break into other unit”.*

The agent testified that the tenant refuses to connect his hydro and continually smokes in the unit. The agent testified that over the past long weekend, the tenant purposely plugged the bathtub and let the water run until it overflowed and flooded the suite below. The landlord stated that this is an urgent application about a tenant who poses an immediate and severe risk to the rental property, other occupants or the landlord wants an order of possession.

### 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 the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord’s notice for cause. 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.*

The landlord has provided undisputed testimony and extensive documentation to satisfy me that the tenant has:

- *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;*

I accept the agent's submission that the tenant's behavior has gotten worse since being served notice of this hearing. Based on the above, I find that the landlord is entitled to have this tenancy end early and grant them an order of possession. The tenancy is terminated. The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction and recovery for the filing fee.

### Conclusion

The landlord is granted an order of possession. The tenancy is terminated. 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 12, 2021

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Residential Tenancy Branch