



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAINCITY HOUSING AND SUPPORT  
SOCIETY and [tenant name suppressed to protect privacy]

## **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 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent, GS ("landlord") and witness, attended the hearing and both were given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed that the landlord, landlord's witness FR, and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing. The landlord confirmed that they understood.

The landlord testified that the tenant was personally served with the landlord's application for dispute resolution package and evidence on September 22, 2021. The landlord provided the proof of service document in their evidentiary materials which states that a witnesses, JM and FR, observed the landlord served the package on the tenant on September 22, 2021 at 12:30 p.m. FR attended the hearing as a witness to confirm the service as well. In accordance with sections 88 and 89 of the *Act*, I find the tenant duly served with the landlord's application and evidence package. The tenant did not submit any written evidence for this hearing.

### **Issues(s) to be Decided**

Is the landlord entitled to an early end of tenancy and an Order of Possession?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

This month-to-month tenancy began on March 1, 2017, with the monthly rent currently set at \$383.00, payable on the first of the month. No security deposit was collected for this tenancy.

The landlord filed this application for an early termination of this tenancy after an incident took place on August 28, 2021 which involved a serious physical assault of a visitor in the lobby of the building. The landlord testified that the police attended, and the victim required medical assistance. The landlord submitted the incident report as well as photos in relation to the assault. The landlord also provided the statement from the building manager. The landlord testified that the aggravating and concerning factor was that the assault was unprovoked.

The landlord testified that there are 92 residents who reside in the building, as well as 14 staff. The landlord is concerned that the tenant poses a serious threat to all those in the building, including visitors, staff, and residents. The landlord is requesting 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 a 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.*

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of a visitor on the premises of the rental building. The landlord is seeking an Order of Possession as the landlord is concerned that the tenant's behavior was violent in nature, and poses a serious threat to other residents and staff.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord 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. On this point, I find that the reasons cited by the landlord for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate safety of others in the building.

The serious and violent nature of the assault that took place is quite worrisome, especially considering that the assault was unprovoked. I find that the landlord had provided sufficient evidence to support what had taken place on August 28, 2021, and that the landlord has a duty and obligation to ensure the safety of others in the building. I note that the tenant has chosen to not appear at this hearing, nor has the tenant provided any contrasting accounts by way of written evidence.

The main reason for the urgent nature of this application is the immediate risk to the health, safety, and lawful right of the other residents and staff in the building, and I find that the landlord has provided sufficient evidence to support this potential risk. I find that the testimony and evidence highlights the potential volatility that the residents, visitors, and staff may face, and the potential for further violence if this tenancy was to continue.

Under these circumstances, I find that it would be unreasonable and unfair to the landlord to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlord has provided sufficient evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlord.

**Conclusion**

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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 19, 2021

---

Residential Tenancy Branch