



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASK Wellness Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to end a tenancy early and without notice.

The hearing was conducted via teleconference and was attended by two agents for the landlord, the tenant, and his witness. I note that while the tenant did have a witness with him at the hearing who indicated they would be providing a character reference for the tenant but had no direct knowledge of the events; the tenant decided during the hearing that he would not ask his witness to provide any testimony.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without the benefit of a notice to end tenancy, pursuant to Section 56 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on August 16, 2021 for a month-to-month tenancy beginning on August 16, 2021 for a monthly rent of \$650.00 due on the 1st day of each month with a security deposit of \$325.00 paid.

The landlord submitted that on September 25, 2021 the tenant was found yelling to passersby on the street in front of the residential property and that he was escorted by JL back to his room where he began yelling threats out of his window and the tenant's behaviour began to escalate.

JL submitted that he called for support from KG. When KG arrived, the tenant was heard yelling he was “going to kill people”. The landlord submitted other occupants of the residential property who came out to see what was going on were asked to go back into their units, during the event. Despite attempts from JL and KG to calm and reassure the tenant he continued to escalate his behaviour and police were called.

When police arrived, KG went to let them into the building and JL was alone with the tenant. The landlord submits that during this time the tenant grabbed JL around the shoulders and gripped his neck. The landlord provided that 11 police officers in total were required to remove the tenant.

The landlord provided photographic evidence of events unfolding unit the hallway of the residential property and a statement from local police recording the relevant events of September 25, 2012, including that the tenant was taken into custody and later released without charge “once sober and able to care for himself”.

The tenant does not have recall of all events of September 25, 2021 but does accept responsibility for his actions on that date. He did provide that he felt that he had not assaulted JL but rather had just wrapped his arm JL’s neck in a friendly manner. The tenant appeared remorseful in the hearing and has indicated he would like to remain in this rental unit.

The tenant testified he likes the landlord’s agents and will be enrolling in some programs to help with his drinking issues to help prevent future occurrences. The tenant would like to remain as a tenant in this unit.

Analysis

Section 56(1) of the *Act* allows a landlord to seek an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 and an order of possession for the rental unit.

Section 56(2) outlines that such an order may be issued if:

- (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] to take effect.

Residential Tenancy Policy Guideline #51 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).

From the submissions of the landlord and the tenant's acknowledgment, I find the landlord has provided sufficient evidence to establish that the tenant's behaviour on September 25, 2021 significantly interfered with and unreasonably disturbed other occupants and the landlord, in particular the landlord's agents JL and KG.

While the tenant disputes the allegation that he assaulted the landlord's agent, JL, I prefer the landlord's submissions of photographic evidence and the statement from the local police confirming the tenant was intoxicated and aggressive. As such, I find the tenant also seriously jeopardized the health or safety or a lawful right or interest of the landlord's agent.

As a result of the nature of the disturbance, including the assault of JL, I find the landlord has established that it would be unreasonable for the landlord and other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause, issued under Section 47 of the *Act* to take effect.

Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: November 01, 2021

Residential Tenancy Branch