



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Woodbridge NW (Lynnmour) Homes  
Ltd. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The landlord filed an Application for Dispute Resolution on October 25, 2021 seeking an end of the tenancy in this situation where the tenants pose an immediate and severe risk. Additionally, they seek the reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 16, 2021.

The landlord attended the hearing; the tenants did not. I explained the process and provided the attending party the opportunity to ask questions and present oral testimony during the hearing.

### Preliminary Matter

The landlord stated that they delivered notice of this dispute resolution to each of the two tenants by registered mail. They provided a photo of each envelope, showing the name, address, and attached registered mail label. They also provided a document entitled ‘proof of service’ to show this method, attested to by a witness, took place on October 27, at 3:00pm. The landlord, using tracking information, confirmed neither tenant had retrieved the packages from the local post office.

From what the landlord presents here on notifying the tenants of this hearing, I am satisfied they served the tenants notice of this hearing in a method prescribed by s. 89(2)(b) the *Act*. I consider the document received by the tenant on November 1, 2021, as per s. 90(b) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an order of possession that ends the tenancy for cause and without notice by s. 56 of the *Act*?

Is the landlord entitled to reimbursement of the Application filing fee?

Background and Evidence

The landlord confirmed there was a tenancy agreement in place. They provided a copy of that agreement for this hearing. The tenant moved into the unit in late 2019, paying rent of \$1,600 monthly.

At the landlord's initiative, witnesses from the building in which the tenants occupy the rental unit attended the hearing and presented each of their experiences:

- witness 1 described the tenants' dog sprinting toward them and jumping at them. The dog bit them on the upper leg about 2 inches from their groin. The acquaintance of the tenant who was handling the dog at that moment "didn't do anything and just kind of ran off." This description is recorded in the statement they provided for this hearing, dated October 8. This letter title specifies they the witness made this account "after learning the dog has returned to the property."
- witness 2 described an incident of August 28, when the tenant's dog "attacked [the witness] unprovoked." This was an attack at their upper right leg when the dog was pulled off quickly. A second bite was on the left leg shin, a picture of which the witness provided, showing "flesh and bone were exposed." This required stitches. Later in the hearing, the landlord provided that the police attended for this incident; however, the witness did not pursue charges.
- witness 3 described how the dog entered to their own unit on their initial visit on June 1. The dog bit her on the leg, described in their written account as "several times in the right thigh, above the knee." The owner had the dog on an "extensive leash", and apologized, then taking the dog out of the unit. In their written account, this witness provided that they became aware of at least three other attacks. This witness has experience working in a kennel and is familiar with dog reactivity. Attached in the evidence was a photo of their leg, taken the day after the incident.

In the hearing, the landlord set out that they had discussions with the tenant regarding their keeping the dog in the building. At one point the tenant informed them that the dog was all better; later, the tenant informed the landlord that the dog had returned to their rental unit after a sojourn away. In early October, the landlord stated clearly to the tenant that they could not bring the dog back to the rental unit.

### Analysis

The *Act* s. 56 of the *Act* provides that a tenancy may end earlier than a normal prescribed period if one or more of the outlined conditions applies. These conditions reflect dire or urgent circumstances. The legislation regarding an order of possession reads as follows:

- 56(1) A landlord may make an application for dispute resolution to request an order
- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end tenancy were given under section 47 [*landlord' notice: cause*], and
  - (b) granting the landlord an order of possession in respect of the rental unit.

Following this, s. 56(2) sets out two criteria. First, the landlord must prove the cause for issuing the Notice. Second, the evidence must show it would be unreasonable or unfair to the landlord to wait for a set-period Notice to End Tenancy to take effect under a different section of the *Act*. The determination of cause considers the following situations of immediate and severe risk:

- 56(2) . . .
- (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;
- . . .

I have considered the evidence and testimony of the landlord concerning the incident described here. I find there is sufficient evidence to show the tenants are a source of legitimate concern of interference, unreasonable disturbance, as well as the physical safety of the landlord and other building occupants. This is as set out in s. 56(2)(a) – I find the specific subcategories therein apply to this situation.

From the evidence I am satisfied that the facts of the situation prove cause. Secondly, I find it unfair for the landlord to wait for a set-period Notice to End Tenancy to take effect. I find what the landlord presents merits an expedited end to the tenancy. This is with regard to the circumstances of the dog's return, now known to the landlord, as of early October. Given three incidents involving injury to other building residents, and the owner's apparent lack of control, I find the risk is high for another incident. There is a pattern in place. I so grant an Order of Possession in line with this rationale.

As the landlord was successful in this application, I find they are entitled to recover the \$100.00 filing fee paid for this application. I grant the landlord a monetary order for this amount.

### Conclusion

For the reasons above, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to s. 72 of the *Act*, I grant the landlord a Monetary Order for the recovery of the filing fee paid for this application. The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 s. 9.1(1) of the *Act*.

Dated: November 16, 2021

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Residential Tenancy Branch