



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession ending the tenancy earlier than a notice to end the tenancy would take effect.

The landlord named in the application attended the hearing and identified himself as the property manager of the complex, and gave affirmed testimony. An assistant property manager also attended and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord testified that on October 22, 2021 the tenant was personally served by the landlord with the Notice of Expedited Hearing Dispute Resolution Proceeding and the Hearing Package. I accept that testimony, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the tenancy should end earlier than a notice to end the tenancy would take effect?

Background and Evidence

The landlord testified that this month-to-month tenancy began on April 1, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$623.00 is payable on the 1st

day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$350.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a subsidized rental complex containing 48 units of townhouses. The landlord does not reside on the property. A copy of the tenancy agreement has been provided for this hearing.

The landlord further testified he has not personally seen the tenant with weapons but has received lots of complaints. Residents have to have children to reside in the complex, and there is fear among other tenants.

The landlord has also provided a copy of a letter from another unit in the complex which states, in part that the tenant has been harassing and threatening the writer as well as the writer's family and other tenants. The tenant has attempted to enter the writer's back yard threatening to kill the writer, who doesn't feel safe allowing children to play in the complex and doesn't feel safe walking to check the mail.

The letter also states that the tenant shoots an airsoft gun during the day out of the window towards the park and into the writer's back yard, trying to shoot the writer and the writer's dog. On August 18, 2021 the tenant was intoxicated, harassing kids and threatened to kill the writer, who called police and the tenant was arrested.

On October 3, 2021 the tenant was intoxicated and yelling for hours in her back yard and was throwing garbage over her fence.

On October 4, 2021 at 4:00 a.m. the tenant was lurking around another neighbour's home intoxicated and looking for things to steal, and stole the writer's son's mountain bike, which has not been recovered.

On October 8, 2021 the tenant was intoxicated in her back yard screaming and smashing things, calling the writer a retard and moron and kept repeating that she would kill the writer and asked her children to get her a knife because she needed to kill the writer. The tenant also ran around the playground in her underwear after her children locked her out of her home because they were afraid. The tenant then tried to smash through her own sliding glass door, and the writer called police. The tenant then attempted to open the writer's back gate with something in her hand, so the writer locked the writer's glass door while talking to the emergency dispatcher. The tenant was arrested by RCMP.

On October 9, 2021 the tenant was released with a “no contact order” and the writer decided to proceed with a restraining order for long term protection for the writer and family.

The letter also states that each time the writer has called police, the tenant has retaliated, and even with a protection order the writer is afraid of what the tenant will do next, and is scared the tenant will hurt the writer and the writer’s children.

The landlord verily believes that the incidents noted in the letter are true, and the landlord spoke to police. The landlord also gave a letter to the tenant referencing “Dangerous Incident,” indicating that it was reported to the landlord on July 9, 2021 that the tenant was running with a knife and chasing other residents. It also states that other residents are very concerned and incidents have led to the tenant’s arrest. It states that the landlord will take the action necessary to ensure safety of all residents. The letter was given to the tenant in person however a copy has not been provided for this hearing. The tenant gave no response, and no response when served with notice of this hearing, but just took the documents and closed the door.

The landlord’s assistant property manager testified that she receives most calls, and received several the night that the tenant was running with a knife. People are nervous and unsettled about what the tenant might do next. Tenants in 2 units called about that incident, and police were called.

Another incident of a pellet gun pointing out of the window of the tenant’s rental unit, but the assistant property manager is not certain who had the gun.

The landlord seeks an Order of Possession effective as soon as possible.

Analysis

The *Residential Tenancy Act* specifies that a landlord may apply for an Order of Possession ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy was given under Section 47, which is a notice to end the tenancy for cause. The *Act* also states that I may make such an order specifying a date that the tenancy should end, only if satisfied that:

- (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 [*landlord's notice: cause*] to take effect.

In this case, I accept the undisputed testimony of the landlord that the tenant has significantly interfered with and unreasonably disturbed other occupants, and has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant. I also consider the evidence of the other tenant who has described in the letter a number of incidents, I find that it would be unreasonable, or unfair to the landlord or other occupants to wait for a notice under Section 47 to take effect.

In the circumstances, I find that the landlord is entitled to an Order of Possession, effective on 2 days notice to the tenant.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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 05, 2021

Residential Tenancy Branch