



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to end the tenancy early and obtain an order of possession.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by placing in the tenant's mailbox, on November 4, 2021. Filed in evidence is a photograph of the documents in the tenant's mailbox. I find the tenant was served in accordance with 89(2)(d) of the Act.

In this case, the landlord had issued a One Month Notice to End Tenancy for Cause, on September 9, 2021, with an effective date of October 31, 2021. As that date has past the tenancy would be legally over and the landlord would be entitled to an order of possession pursuant to section 55 of the Act. However, this application is based on section 56 of the Act, and for subsequent action of the tenant.

Issue to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

The tenancy began on February 1, 2016. Rent in the amount of \$650.00 was payable on the first of each month. A security deposit of \$325.00 was paid by the tenant.

The landlord stated that on September 8, 2021, the tenant attended their office intoxicated as they were upset for receiving a notice of inspection that was to occur on September 9, 2021. The landlord stated that the tenant verbal assaulted the office staff and uttered violence towards them and the owner of the property. The landlord stated that the RCMP attended, and the tenant left when they arrived. The landlord stated that tenant was told by the RCMP not to attend their office and they were cautioned by the RCMP from going to the rental unit alone due to the tenant's history of violence and public intoxication.

The landlord testified that on October 22, 2021, they receive a phone call from another occupant of the building that the tenant was intoxicated and threatening violence toward both the owner and the property manager. The landlord stated that they were informed that the tenant stated "he would get a gun if he had to. The landlord stated that the owner was already assaulted once, and they were hired at that point.

The landlord testified that on October 31, 2021, they attended the rental unit to do the move-out inspection and had the RCMP were there to keep the peace. The landlord stated that the tenant was intoxicated would refused vacate the property and that the tenant threatened them with physical harm and the police had to intervene.

The landlord testified that subsequent to filing this application. On November 14, 2021, the tenant was outside their office, yelling and kicking cars.

The landlord testified that it is unfair and unreasonable that they can't attend the property without the RCMP present as they are fearful for their safety and that someone is going to get hurt by the tenant.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

56 (1)A landlord may make an application for dispute resolution requesting

(a)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 [*landlord's notice: cause*], and

(b)an order granting the landlord possession of the rental unit.
(2)The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(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.

On September 8, 2021, the tenant attended the landlord's office intoxicated and verbal assaulted staff and made threats towards the landlord. On October 22, 2021, the tenant was intoxicated and threatening violence towards the owner of property and the landlord to another occupant of the building and stating, "he would get a gun if he had to". On October 31, 2021, refused to vacate the premises, which was the effective date of a previous notice to end tenancy, and again threatened the landlord with violence and the RCMP had to intervene. On November 14, 2021, the tenant was outside the landlord

office yelling and kicking cars. I find this behaviour would be sufficient to end the tenancy pursuant to section 56(2)(a)(i) of the Act.

I find it would be unreasonable for the landlord to wait for a notice to end the tenancy under section 47 *[landlord's notice: cause]* to take effect. The landlord has been threatened multiple times. At no time should the landlord have to be subject to such ongoing behaviour.

Further, there has been a previous One Month Notice to End Tenancy issued on September 9, 2021, and the tenant failed to vacate the rental unit as required.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession, pursuant to section 56 of the Act.

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 18, 2021

Residential Tenancy Branch