



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1150741 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution made on December 23, 2021, seeking remedy under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- recovery of the filing fee.

The landlord's agent and the tenant attended the hearing, and the hearing process was explained. The tenant confirmed receipt of the landlord's application and evidence.

The tenant did not submit evidence for the hearing.

Both parties affirmed they were not recording the hearing.

Both parties were provided the opportunity to present their affirmed testimony, to refer to their documentary evidence, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the RTB Rules. However, not all details of the submissions and or arguments are reproduced here; further, only the evidence specifically referenced and relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit and recovery of the filing fee?

Background and Evidence

The tenancy started on December 1, 2020, for a monthly rent of \$650. The rental unit is in a 31-unit apartment building.

In support of their application, the agent submitted that the tenant has done at least one 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 interest of the landlord or another occupant;
- put the landlord's property at significant risk.

When asked to describe the threat to life and/or property that the tenant is posing, the landlord wrote:

*On December 22, 2021 the tenant was caught by the caretaker attempting to break and enter into an apartment. The police were called and attended. (*Tenant name*) fought the police and assaulted several of them. He was tazed 3 times to bring him down. Since this incident several other apartments were found torn apart and the police are investigating. The tenant has been known to possess weapons and is known by police.*

[Personal information redacted for privacy]

In support of their application, the agent submitted at the hearing, that the tenant has broken into other rental units in the building, destroying property and fixtures, such as mirrors, using the shards as weapons. The agent submitted that the tenant broke into

another unit, barricaded himself in the other rental unit, which in turn, meant the police had to break down the door and use a taser gun to subdue the tenant.

The agent submitted that they found pieces of the tenant's clothing in other rental units.

The agent submitted that on February 4, 2022, the tenant knocked on another tenant's door, assaulting that tenant when they opened the door, which prompted another call-out by the police.

Filed in evidence were photographs of the damaged property and the taser darts in the walls.

In response, the tenant said that they had poor mental health and were seeking help. The tenant did not deny the testimony or evidence by the landlord.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find and I am satisfied that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property or put the landlord's property at significant risk.

Section 56 of the Act applies and states:

Application for order ending tenancy early

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 the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect 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.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[Emphasis added]

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act. I find the undisputed evidence before me supports that the tenant has destroyed property and fixtures, broke into other rental units, endangered the safety of other tenants, and assaulted other tenants of the residential property.

I find it reasonable to conclude that the landlord was required to file this application to preserve the residential property and prevent physical violence to the other occupants of the residential property.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenant. I find the tenancy ended the date of this hearing, February 10, 2022, pursuant to sections 56 and 62(3) of the Act.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act.

The landlord requested to deduct this amount from the tenant's security deposit. I therefore grant the landlord authority to deduct \$100 from the tenant's security deposit to recover the filing fee.

Conclusion

The landlord's application is successful.

The tenancy ended this date, February 10, 2022.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that they may be liable for **bailiff costs**.

I authorize the landlord to deduct \$100 from the tenant's security deposit to redeem their monetary award.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 10, 2022

Residential Tenancy Branch