



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an Order of Possession, pursuant to section 56.

The tenant did not attend this hearing, which lasted approximately 23 minutes. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The hearing began at 9:30 a.m. and ended at 9:53 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's agent and I were the only people who called into this teleconference.

The landlord's agent confirmed his name, spelling, and the rental unit address. He stated that he was the residence manager for the landlord company ("landlord") named in this application. He said that the landlord owns the rental unit. He provided an email address for me to send a copy of this decision to the landlord after the hearing.

At the outset of this hearing, I informed the landlord's agent that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). The landlord's agent affirmed, under oath, that he would not record this hearing.

I explained the hearing process to the landlord's agent. He had an opportunity to ask questions. He did not make any adjournment or accommodation requests.

This matter was filed as an expedited hearing under Rule 10 of the RTB *Rules*. The landlord filed this application on January 14, 2021, and a notice of hearing, dated January 20, 2022, was issued by the RTB. The landlord was required to serve that notice, the application, and all other required evidence to the tenant, within one day of receiving the documents from the RTB, as per RTB *Rules* 10.2 and 10.3.

The landlord's agent stated that he personally served the tenant with the landlord's application for dispute resolution hearing package on January 20, 2022. He said that another landlord employee witnessed him personally serve the tenant. The landlord provided a signed, witnessed proof of service to confirm same. In accordance with RTB *Rules* 10.2 and 10.3 and section 89 of the *Act*, I find that the tenant was personally served with the landlord's application on January 20, 2022.

Issues to be Decided

Is the landlord entitled to an early end to tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the landlord's documentary and digital evidence and the testimony of the landlord's agent, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord's agent stated the following facts. This tenancy began on January 1, 2020. Monthly rent in the amount of \$375.00 is payable on the first day of each month. A security deposit of \$187.50 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit, which is an apartment in a multi-unit residential building.

The landlord's agent testified regarding the following facts. On December 19, 2021, the tenant came out of his rental unit with a machete and attempted to assault another occupant. The landlord provided photographs from a surveillance camera in the hallway of the rental building, as evidence for this hearing. The photographs are from pages 6 to 13 of the landlord's evidence. The photographs show that the tenant had a

machete behind him, he was pacing down the hallway with his machete, he was holding the machete in his hand, two other occupants were in the hallway besides the tenant and the other occupant, the tenant was holding the machete over his head, and the tenant was swinging the machete at the other occupant. The other occupant called the police regarding the assault, the tenant was arrested and taken into custody, and later released. The police have asked the landlord's agent for the surveillance video because they told him they are pressing criminal charges against the tenant. The landlord's agent saw the surveillance video and the still photographs from the video, that the landlord provided for this hearing. On October 13, 2021, the landlord's agent told the tenant that he cannot support his tenancy, if the tenant is dealing drugs. During this incident, the landlord's agent tried to intercept a guest that "snuck" into the rental building, to go and deal drugs to the tenant. Usually, visitors have to "buzz" the unit number and the occupant will let them in, but in this case, the guest "snuck" into the rental building to go and see the tenant. The landlord's agent overheard the tenant's conversation on the phone, discussing drug dealing. The tenant signed the tenancy agreement and a crime free housing addendum on January 3, 2020, which states that the tenant cannot be involved in any assaults or dealing drugs at the rental property.

The landlord's agent stated the following facts. On November 7, 2021, the tenant reported that thousands of dollars were stolen from his rental unit by a guest. On November 12, 2021, a female guest had to be removed from the tenant's rental unit because it was reported that she stole items from there. On January 27, 2021, the tenant was involved in a fight with another occupant at the rental building, the police were called, the tenant was arrested and later released, and the police have not yet investigated the incident. A One Month Notice to End Tenancy for Cause ("1 Month Notice") has not been issued to the tenant by the landlord. However, the landlord cannot wait for a 1 Month Notice to take effect. The landlord's agent was on holidays during Christmas, there have been covid cases in the rental building, and the landlord had to gather evidence in order for this hearing to occur. The landlord issued 2 letters, dated October 13, 2021 and December 22, 2021, regarding the above incidents of the drugs and the machete attack.

Analysis

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the thirty days indicated on a 1 Month Notice, due to the reasons identified in section 56(2) of the *Act* **AND** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

To satisfy section 56(2)(a) of the Act, the landlord must show, on a balance of probabilities, 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...*

On a balance of probabilities and for the reasons stated below, I find that the tenant seriously jeopardized the health, safety, and lawful rights and interests of the landlord and other occupants at the residential property.

I accept the undisputed documentary and digital evidence, and the affirmed testimony of the landlord's agent at this hearing. The tenant attempted to attack another occupant with a machete in the hallway of the rental property, with other occupants around, on December 19, 2021. The police were called, the tenant was arrested and taken into custody, and the police are gathering evidence to pursue criminal charges against the tenant. The landlord's agent saw the surveillance video and photographs from the video, he spoke to the police, and he is providing evidence to assist the police in laying criminal charges. The landlord provided copies of the photographs for this hearing, which shows the tenant pacing up and down the hallway, holding a machete behind his back and over his head, and swinging a machete to attack another occupant in the hallway of the rental building.

The tenant was involved in multiple incidents on October 13, 2021, November 7, 2021 and November 12, 2021. These incidents of drug trafficking, theft, fights, attacks and weapons, involved the tenant, his guests, and other occupants at the rental unit and in the common area hallways at the rental property. The police attended at the rental property multiple times and arrested the tenant, taking him into custody. These incidents are being investigated by the police in order to lay criminal charges against the tenant.

The landlord provided copies of warning letters issued to the tenant by the landlord on October 13, 2021, and December 22, 2021. These letters refer to clauses from the tenancy agreement and the Crime Free Housing addendum, both signed by the tenant. They also caution that a 1 Month Notice could be issued to the tenant and an end to tenancy may be pursued at the RTB against the tenant.

I find that the tenant's pattern of behaviour, as noted above, caused serious health and safety risks, and jeopardized the lawful rights and interests of the landlord and other occupants at the residential property.

I also find that the landlord's application meets the second part of the test under section 56(2)(b) of the *Act*. I find that the landlord provided sufficient evidence that it would be "unreasonable" or "unfair" to wait for a 1 Month Notice to take effect.

I find that the landlord provided sufficient evidence regarding the urgency and seriousness of this situation. I find that the tenant's dangerous behaviour has continued between October 2021 and January 2022. The tenant was most recently involved in a fight with another occupant, the tenant was arrested and taken into custody by police, and the police are investigating further. This occurred on January 27, 2022, just one week prior to this hearing on February 3, 2022.

I find that the tenant has not responded to or disputed the landlord's warning letters or this application, filed by the landlord on January 14, 2021. I find that the tenant has not moved out and has not corrected his behaviour, despite police involvement. I find that the landlord has already waited 20 days from filing this application on January 14, 2022, to this hearing date of February 3, 2022, to obtain a resolution of this matter. The above RTB hearing wait time is outside the control of the landlord. The landlord has waited from the incident date of October 13, 2021, to this hearing date of February 3, 2022, over 3.5 months, to obtain a resolution of this matter.

Accordingly, the landlord's application for an early end to tenancy is allowed. The landlord is granted an order of possession effective two (2) days after service on the tenant.

Conclusion

The landlord's application is granted.

I grant an Order of Possession to the landlord effective two (2) days after service on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 03, 2022

Residential Tenancy Branch