



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Code: ET

Introduction

The landlord seeks orders pursuant to section 56 of the *Residential Tenancy Act* (“Act”).

Preliminary Issue: Service and Non-Attendance of Respondent Tenant

The landlord’s representative (hereafter the “landlord”) attended the hearing, but the respondent tenant did not. In such cases where a respondent does not attend, I must be satisfied that the respondent was properly served with the Notice of Dispute Resolution Proceeding. Such service must comply with the Act and the Residential Tenancy Branch’s *Rules of Procedure*, and there must be evidence to support a finding that such service in fact occurred.

The landlord testified, under oath, that she served the tenant with the Notice of Dispute Resolution Proceeding and the landlord’s evidence (the “package”) by registered mail, which is a permitted method of service under section 89 of the Act. The landlord further testified under oath that she had to physically accompany the tenant back to the post office in order to retrieve the package because the post office was not accepting the tenant’s identification. The tenant was served on February 9, 2021 at approximately 2:30 PM.

Given the undisputed, sworn evidence before me, it is my finding that the tenant was appropriately served with the Notice of Dispute Resolution Proceeding and documentary evidence necessary for him to participate fully in these proceedings.

Issue

Is the landlord entitled to orders under section 56 of the Act?

Background and Evidence

Relevant oral and documentary evidence was carefully considered in reaching this decision. Only the evidence needed to explain the decision is reproduced below.

The tenancy began on October 1, 2019. All was quiet with the tenancy until mid-November 2020, when things took a turn for the worse.

More recently, since December 2021, the tenant has caused excessive noise and disturbance, has been physically aggressive to both other tenants and staff at the seniors housing complex, has repeatedly threatened the well-being of another tenant and City of Vancouver staff, and as an aside, resisting arrest. The landlord had to in fact remove a staff person to another location as the tenant was repeatedly threatening and “going after” the staff person when they worked the nighttime shift. Despite this behaviour, the landlord has tried working with the tenant in curbing his behavior, but to no avail. Vancouver Police have been called on three occasions to deal with the tenant.

Submitted into evidence are several incident reports (generated by the landlord’s staff) and police reports. I have reviewed these extensively but will not reproduce their content in great length. Suffice to say the contents reflect the reasons why the landlord seeks orders under section 56 of the Act. However, one example of the contents is worth citing. An Incident Report regarding an incident that occurred on December 20, 2021, provides a description reflective of the tenant’s conduct toward other occupants and an employee (written by employee C.O., reproduced as written):

At 0405 hours [another occupant] called the office to complain about his next door neighbour #333 [the tenant]. I went to investigate and I could hear [tenant] having a very loud conversation shouting at a female guest, I knocked on the door. Immediately I hear Joseph cursing and making threats “I am going to kill you for coming at my fucking door.” Before he came out of his unit I start backing up couple of steps. I came out and [the tenant] continued to make threats and kept punching his first [sic] in his other hand as he was coming forward towards me. He kept saying “I am going to kill you! I am going to kill you”. I was backing up down the hallway and start calling 911. He continued to come after me and make threats and he follows me all the way to the other end of the hallway. I left the floor and went to the office and lock the door and continuing to talk to the 911 operator.

Analysis

[Section 56\(1\)](#) of the Act permits a landlord to make an application for dispute resolution to request (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 (a “One Month Notice to End Tenancy for Cause”), and (b) an order granting the landlord possession of the rental unit.

In order for me to grant this relief, I must be satisfied, 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; [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, the undisputed documentary evidence, backed up by the sworn testimony of the landlord's representative, persuades me on a balance of probabilities that the tenant, through his repeated conduct and behavior, has (1) significantly interfered with and unreasonably disturbed occupants and the landlord (that is, the various employees who work in the multi-unit residential complex), and (2) has seriously jeopardized the health and safety of both the landlord's employees and other tenants in the property.

Second, given the threats to kill or injure other occupants and employees of the landlord, it is my finding that it would be wholly unreasonable and unfair to the landlord and the other occupants of the residential property to have to wait for a notice to end tenancy under section 47 of the Act to take effect (that is, through the issuing of a One Month Notice to End Tenancy for Cause).

As such, taking into careful consideration all of the evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of establishing that they are entitled to orders under section 56 of the Act.

It is therefore ordered, pursuant to section 56(1)(a) of the Act that the tenancy is ended effective immediately. Further, pursuant to section 56(1)(b) of the Act, the landlord is granted an order of possession of the rental unit. A copy of the order of possession is issued in conjunction with this decision, to the landlord.

Conclusion

The application is granted.

This decision is final and binding on the parties, and it is made on delegated authority under section 9.1(1) of the Act. A party's right to appeal the decision is limited to grounds provided under section 79 of the Act or by way of an application for judicial review under the *Judicial Review Procedure Act*, RSBC 1996, c. 241.

Dated: February 25, 2022

Residential Tenancy Branch