



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Code ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on March 25, 2022. The Landlord applied for an order of possession pursuant to section 56 of the Residential Tenancy Act (the Act).

The Landlord was represented at the hearing by CH, an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, CH testified the Notice of Dispute Resolution Proceeding package was served on the Tenant in person by CC on April 6, 2022, which was witnessed by a staff member. In the absence of evidence to the contrary, I find the Tenant was served with and received these documents on April 6, 2022.

The Tenant did not submit documentary evidence in response to the Application.

CH was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings. CH confirmed they were not recording the hearing.

CH was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue

Is the Landlord entitled to an order of possession?

Background and Evidence

On behalf of the Landlord, CH testified the tenancy began on September 1, 2016. Currently, rent of \$375.00 is due on or before the first day of each month. The Tenant paid a security deposit of \$187.50, which the Landlord holds. A copy of the tenancy agreement was submitted into evidence.

The Landlord wishes to end the tenancy. CH testified the Tenant displays aggressive behaviour towards staff and residents on a daily basis and has assaulted several staff members. CH also testified that the Tenant has damaged the rental unit.

A written account of an assault on or about March 19, 2022, was submitted into evidence. It stated that the Tenant went to the office looking for a lighter. When the staff member said he did not have one, the Tenant became angry and entered the office. When the staff member told the Tenant to leave the office, the Tenant pushed him and knocked a desk fan in the direction of the staff member. Video footage of the incident and a breach letter to the Tenant were submitted in support.

CH also testified that the Tenant broke the window in his unit at the beginning of February 2022. Since that time, the Tenant has not allowed anyone in the rental unit to repair it. Further, the Tenant has taken a kitchen table from the kitchen area and used it to cover the window opening. Photographs depicting the broken window and a table being used to cover it were submitted into evidence.

CH also testified that female residents have reported that they do not feel safe.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged documentary evidence and affirmed oral testimony, and on a balance of probabilities, I find:

Section 56 of the Act permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the Act. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the Act, which states:

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...

- (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 landlords 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 find that the assault on the Landlord's staff member described above has significantly interfered with and unreasonably disturbed the Landlord and has seriously jeopardized the health or safety or a lawful right or interest of the Landlord. Finally, I find the Tenant's refusal to let the Landlord repair the broken window has put the Landlord's property at significant risk.

Further, considering the gravity of an assault on the Landlord's staff member, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the Act.

I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Landlord is granted an order of possession, which will be effective two days after it is served on the Tenant. The order of possession may be filed in 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: April 19, 2022

Residential Tenancy Branch