



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY  
ASSOCIATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFT

### Introduction

On May 18, 2022, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

L.H. and S.B. attended the hearing as agents for the Landlord; however, the Tenant did not attend at any point during the 13-minute teleconference. At the outset of the hearing, I informed L.H. and S.B that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, they provided a solemn affirmation.

L.H. advised that they served the Notice of Hearing and evidence package to the Tenant by posting it to his door on May 27, 2022. Included was a signed proof of service document corroborating service. Based on this undisputed evidence, I am satisfied that the Tenant was deemed to have received the Notice of Hearing and evidence package three days after it was posted. As such, this evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

L.H. advised that the tenancy started on June 1, 2019, that rent was currently established at \$1,009.00 per month, and that it was due on the first day of each month. A security deposit of \$497.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She testified that between May 10 to May 17, 2022, the Tenant engaged in a series of inappropriate and vulgar behaviours that would satisfy the grounds for an early end of tenancy. She stated that the Tenant urinated in the elevator, that he brandished a knife in front of a resident of the building, that he harassed other residents and would yell and knock on their doors at all hours of the night, and that he attempted to lure an eight-year-old girl into his rental unit. She referenced the documentary evidence to support these submissions.

S.B. Advised that the police have been called numerous times and that files have been opened against the Tenant. As well, she advised that there is a court order prohibiting the Tenant from being on the property.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by the Tenant, has done any 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 interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

*it would be unreasonable, or unfair to the landlord, the tenant 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.*

When reviewing the undisputed evidence before me, I am satisfied that the Tenant has engaged in a pattern of behaviours that is intentional, inappropriate, aggressive, hostile, and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord and seriously jeopardizing the health or safety or a lawful right or interest of the Landlord. I do not find that any of these behaviours are in any way reasonable, appropriate, or acceptable.

The Landlord must also demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 for cause" to take effect.

When assessing and weighing the totality of the evidence before me, I find that the pattern of the Tenant's behaviours alleged by L.H. and S.B. is consistent with the Landlord's evidence. As such, I accept this evidence on the whole. I am satisfied that the Tenant behaved in such an abhorrent manner that should the tenancy continue, it is uncertain how much more dangerous the situation could become. As such, I find that the ongoing, troublesome behaviours and actions of the Tenant were likely intentional, malicious, and that they pose an unpredictable danger that would likely cause a genuine concern for the ongoing safety of the property and of any persons that may attend the property. Consequently, I am satisfied that these behaviours would fall into the categories of seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging in illegal activity that 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, and putting the Landlord's property at significant risk.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in this claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain a portion of the security deposit in satisfaction of this claim.

### Conclusion

I grant an Order of Possession to the Landlords effective **two days after service of this Order** on the Tenant. Should the Tenant 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: June 14, 2022

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Residential Tenancy Branch