



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1194763 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ET and FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on June 09, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on June 02, 2022 was personally served to the Tenant. The Landlord submitted a Proof of Service, which the Tenant signed to acknowledge she received the Dispute Resolution Package.

In the absence of evidence to the contrary, I accept that the aforementioned documents were served to the Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to end this tenancy early; to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56(1) of the *Residential Tenancy Act (Act)*; and to recover the filing fee pursuant to section 72(1) of the *Act*.

Background and Evidence

The Agent for the Landlord #2 stated that the Landlord wishes to end this tenancy early, in part, because:

- On May 30, 2022 a guest who is living in the rental unit with the Tenant hit a subcontractor who performs maintenance work on the residential property;
- The guest is a male with the initials “KK”;
- The subcontractor is a male with the initials “RC”;
- Just prior to the assault “KK” asked “RC” to come to his unit;
- “RC” replied that he was busy and could not come over;
- “KK” then walked over to “RC” and punched him in the chest.
- way into that unit for the purposes of arresting the Tenant.

The Landlord submitted a written statement from “RC” that describes the incident on May 30, 2022. In the statement “RC” declared that he suffered a “slight crack” in two of his ribs.

The Agent for the Landlord stated that the Landlord wishes to end this tenancy early, in part, because:

- on May 31, 2022 she and her husband went to the rental unit to serve a One Month Notice to End Tenancy for Cause;
- the One Month Notice to End Tenancy for Cause was posted on the door of the rental unit;
- shortly after the One Month Notice to End Tenancy for Cause was posted, “KK” opened the door and became verbally abusive;
- after approximately 5 minutes, “KK” punched her husband in the face.

The Landlord submitted a written statement from the Agent for the Landlord’s husband that describes the incident on May 31, 2022. In the statement the husband declares that he is a manager for the Landlord.

Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act* and he may apply for an Order of Possession for the rental unit. Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

Section 56(2)(b) if the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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 to take effect.

On the basis of the undisputed evidence, I find that on May 30, 2022 the Tenant's guest physical assaulted a person who works on the rental property and on May 31, 2022 that same guest physically assaulted a manager of the residential property. I find that this

behaviour seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Given the impact the guest's behaviour has on the safety and well being of people who work on behalf of the Landlord, I find that it would be unreasonable in these circumstances to wait for a notice to end the tenancy under section 47 of the *Act* to take effect.

I therefore grant the application to end this tenancy early and I grant the Landlord an Order of Possession.

I find that this Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order in that amount. In the event that the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced by that Court.

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 28, 2022

Residential Tenancy Branch