



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY
(1974) 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 July 18, 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 AN, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, AN testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by attaching a copy to the Tenant's door on July 26, 2022. Service in this manner was witnessed by CW. A Proof of Service Notice of Expedited Hearing was submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on July 29, 2022.

As noted above, the Tenant did not attend the hearing and did not submit documentary evidence in response to the application.

AN was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings. AN confirmed that she was not recording the hearing.

AN 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 pursuant to section 56 of the Act?

Background and Evidence

AN testified the rental unit is intended to be permanent housing with some mental health and other supports provided as needed. Rent of \$375.00 per month is due on the first day of each month. The Tenant has not been required to pay a security deposit or a pet damage deposit. A copy of a document titled Service Agreement, signed and dated October 7, 2021, was submitted into evidence.

The Landlord wishes to end the tenancy. AN testified that there have been a number of incidents in recent months which justify ending the tenancy, as follows:

- On January 29, 2022, the Tenant accused staff of stealing his drugs. The Tenant was subsequently seen walking with a knife tucked into the back of his pants and staff felt unsafe. Police attended and spoke to the Tenant.
- On April 18, 2022, the Tenant complained about noise from another resident and informed staff, "either you do something about it or I will" and referred to "breaking [the resident's] legs".
- On May 20, 2022, another resident called the front desk and advised that the Tenant was complaining about the noise from his suite. Soon after, the Tenant came down to the lobby, yelling, with an iron rod in his hand.
- On June 7, 2022, staff observed the Tenant putting his face up to another resident and saying, "Be quiet or else." The Tenant was also observed saying "I'm going to find him in the streets and I am going to do him...You need to do something about it or I will, and you won't like it". Police attended and spoke to the Tenant.
- On June 10, 2022, the Tenant was observed on camera walking in common areas with two small axes. He was also observed kicking at the door of another resident while holding the axes. Police attended and the Tenant was arrested.

Three screen shots of video surveillance were submitted into evidence. The images depict the Tenant carrying two small axes in common areas of the building.

Further, AN testified that more recently, on August 5, 2022, the Tenant broke a window in his rental unit. On August 7, 2022, the Tenant left the water running in his rental unit, causing flooding.

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 accept the Landlord's evidence with respect to the Tenant's behaviour. I find that the Tenant's acts of moving throughout the rental property with axes and a metal pipe, kicking another resident's door while carrying axes, and threatening to break another resident's legs significantly interfered with or unreasonably disturbed other residents and seriously jeopardized the health or safety or a lawful right or interest of other residents.

Further, given the nature of the Tenant's behaviour, 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 has demonstrated an entitlement 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: August 12, 2022

Residential Tenancy Branch