



Dispute Resolution Services

Page: 1

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 Codes ET

Introduction

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied on July 26, 2022 for an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act.

The landlord's agent and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The tenant confirmed receipt of the landlord's evidence and that she did not provide evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

The tenancy began October 13, 2021. The tenancy agreement is incorporated in a document entitled a service agreement, which offers tenants supportive, permanent housing for people who require support for mental health and other issues as needed. The tenant signed a residential tenancy agreement addendum for crime free housing. In this agreement, the tenant agreed not to engage in, among other things, assault or threatened assault.

In their application, the landlord wrote the following:

*On June 10 between 1902-1930 staff observe on camera (*tenant*) carrying a machete in common spaces, including following a co-tenant to co-tenant's unit while holding machete behind her back. A few minutes later (*tenant*) leaves the unit and co-tenant also leaves. Staff observe a stab wound on co-tenant's back left shoulder (police file number). (*tenant*) locked herself in another tenant's unit and door had to be broken down by VPD. Door damaged and needed to be replaced.*

[Reproduced as written except for anonymizing personal information to protect privacy]

The evidence filed by the landlord included photographs taken from the security cameras in the common areas/hallways and a summary and description of events and persons on the video from the date in question.

The landlord and the description of events describes that the tenant was seen on the security cameras exiting her unit and following another tenant to their rental unit, holding a 50 cm machete and going into a suite. The tenant was seen as going to another unit, carrying the machete, and leaving without the machete. Shortly after, one of the

tenants came out of their unit with a 10 cm cut and bleeding. There were drips of blood in the hallways and the police were called.

The police handcuffed the tenant and took her away. When the tenant returned, she began swearing at staff and was verbally abusive, causing the staff to be fearful. The tenant accused the staff of stealing “her dope” and threatened staff.

In response, the tenant confirmed that she was handcuffed and taken away, but denied she was arrested, returning soon after. The tenant confirmed that she carried the machete and hit the other tenant with it, but asserted that he had pushed her into her rental unit and choked her, causing her to black-out.

The tenant’s witness was called into the hearing, but could not provide any details of the events on June 10, 2022, as he did not see them. The witness said he has had many problems with the other tenant that choked the tenant.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 56 of the Act allows a tenancy to be ended on a date earlier than it would end if a One Month Notice to End Tenancy for Cause (1 Month Notice) had been given to the tenant and if it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for the 1 Month Notice to take effect.

Section 56 (2) also sets out the causes that must be proven by the landlord to end the tenancy early.

Having considered the evidence of both parties, I find the landlord has submitted sufficient evidence to show that the tenant has both significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

The tenant was clearly seen in the photographic evidence coming out of her rental unit and following an occupant down the hallway, holding a machete behind her back. The

tenant followed the other occupant into a room and was seen carrying the machete into other units. The tenant confirmed that she struck the other occupant with a machete and was taken from the residential property in handcuffs.

I find an act of violence committed against another tenant is sufficient to show that the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. I also find that other occupants were at risk of violence by the tenant as she carried the machete through the hallways. The tenant had other ways to deal with an act of violence against her, if true, such as reporting to the staff or calling the police. Instead, the tenant chose a weapon and used it on that individual.

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act due to the tenant possessing and carrying a weapon in a common area of the residential property.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenant. I order that the tenancy ended the date of this hearing, August 19, 2022, pursuant to sections 56 and 62(3) of the Act.

Conclusion

The landlord's application is successful.

The tenancy ended this date, August 19, 2022.

The landlord is granted an order of possession effective two (2) days after service on the tenant.

If it becomes necessary for the landlord to enforce the order of possession of the rental unit, the tenant is cautioned that they may be liable for bailiff costs.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 19, 2022

Residential Tenancy Branch