



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing was convened in response to an application by the Landlord for an early end to the tenancy and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and all evidence (the “Hearing Package”) by posting the Hearing Package on the door of the unit on October 3, 2022. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if posted, on the 3rd day after it is mailed. Given the evidence of service by posting on the unit, I find that the Tenant is deemed to have received the Hearing Package on October 6, 2022. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started on April 23, 2021. Rent of \$375.00 is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the Landlord collected \$187.50 as a security deposit.

On June 19, 2022 the Tenant called a staff person a racial and sexist slur. The staff person did not provide a witness statement for this hearing. The staff person expressed to the Landlord at the time that they were upset by the incident. The Tenant told the Landlord that the slur was directed at someone else.

On August 12, 2022 the Tenant swung their fist in the air at another staff person. The Tenant subsequently told the Landlord that they would not say that they would not assault this staff person off the property. The staff person did not want the matter reported to the police and so it was not.

On September 23, 2022 the Tenant struck a staff person in the leg with a long pole that the Tenant was taking into the elevator. The Landlord confirms that the video shows this to be an apparent accident. After coming out of the elevator the Tenant pulled away a cloth on the staff person's leg and threw it. The Landlord reported the incident to the police however there has been no investigation or follow-up by the police since the report.

On September 29, 2022, after making this application and prior to this application being served on the Tenant, the Landlord served the Tenant with a one month notice to end tenancy for cause. This notice contains the same reasons and is based on the same facts being presented at this hearing with the addition of other minor incidents. The Tenant did not dispute this notice and the time for disputing this notice has expired.

### Analysis

Section 56(2) of the Act provides that 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, in the case of a landlord's application,

(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 landlord's 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.

While there may be sufficient evidence for ending the tenancy under a one month notice to end tenancy for cause, the Landlord has not provided any evidence of imminent risk to anyone or anything. Further, the issuance of the one month notice after making this application supports that the matter is not an emergency. I therefore find that the Landlord has not substantiated that it would be unreasonable or unfair to wait for the notice to end tenancy for cause to take effect. I dismiss the application.

Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 25, 2022

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Residential Tenancy Branch