



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHVIEW CANADIAN HYF PROPERTIES
LP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FFL

Introduction

This expedited hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by its agents who were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Agent JL (the "landlord") primarily spoke.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the landlord's agents each testified that they were not making any recordings.

The landlord testified that they served the tenant with the hearing package by posting on the rental unit door on the afternoon of September 16, 2022 at 3:00pm. Based on the undisputed testimony of the landlord, which I found to be detailed, cogent and convincing, I find the tenant is deemed served with the materials on September 19, 2022, three days after posting in accordance with sections 88(g), 89(2)(d) and 90(c) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to the relief sought?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The landlord gave undisputed evidence regarding the following facts. This tenancy began in July 2022. Monthly rent is \$800.00 payable on the first of each month. A security deposit of \$400.00 was collected and is held by the landlord. The rental unit is a suite in a multi-unit building of 86 units. The landlord's agent JL is an on-site manager who maintains a business office in the building and also resides in one of the suites.

The landlord submits that the tenant has engaged in aggressive and hostile behaviour that has interfered with other occupants and the landlord and has caused unreasonable disturbance. The landlord gave evidence that on August 23, 2022 the tenant entered the on-site office to utter threats to the landlord's agents and their family members, threatening to blow up the entire building. On numerous occasions the tenant has threatened other occupants of the building and caused disturbance by beating on their doors attempting to gain access. The tenant has attempted to gain entry to the landlord's office and residence by force using crowbars and knives to damage closed doors.

The landlord submitted into evidence a warning letter issued to the tenant dated August 24, 2022 and a 1 Month Notice dated August 25, 2022 detailing the various unacceptable conduct by the tenant. The landlord also submitted into evidence security photos showing the tenant, shirtless and brandishing a tool in his hands clawing at the landlord's office door and a photograph of the damaged door.

The landlord testified that the conduct of the tenant has continued unabated since the issuance of the warning letter and has escalated with many occupants of the building stating their concern for personal safety.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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.

Based on the evidence, including the testimonies and documentary materials, I am satisfied that the conduct of the tenant has significantly interfered with and unreasonable disturbed the landlord and other occupants. I further find the nature of the tenant's actions pose a serious jeopardy to the health, safety and lawful rights of others and there is a significant risk to the property.

I find that stating their intention to blow up a residential building or cause bodily harm to family members to be an inherently threatening act intended to cause disturbance to others. I accept the evidence that these may not be idle utterances but genuine threats to cause harm to the landlord or other occupants. I find the surrounding circumstances including the tenant's repeated attempt to batter down doors to gain access to other suites and their prowling the common area and areas outside the building while brandishing tools that could easily be used as weapons to support the landlord's interpretation that there is a serious jeopardy to health and safety posed by the tenant.

I am satisfied with the preponderance of evidence submitted by the landlord including their consistent and believable testimony, and the documentary materials and photographs of the tenant causing damage that the tenant's conduct has put the property at significant risk and caused unreasonable disturbance and interference with others.

I accept the landlord's testimony that the behaviour of the tenant has not lessened and they continue to threaten, intimidate and cause disturbance to the landlord and other occupants.

I find that it would be unfair and unreasonable to wait for a notice to end tenancy to take effect as the conduct of the tenant poses a risk to the health and safety of others in the building.

I therefore issue an Order of Possession to the landlord pursuant to section 56 of the *Act*.

As the landlord was successful in their application, they are entitled to recover their filing fee from the tenant. In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's security deposit in full satisfaction of the monetary award issued in the landlord's favour

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The security deposit for this tenancy is reduced by \$100.00 from \$400.00 to \$300.00.

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: October 4, 2022

Residential Tenancy Branch