



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHRISTOPHER WALL MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Landlord asserts that the Tenant poses an immediate and severe risk to people and/or property.

The Tenant and an agent for the Landlord, P.S. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said he had received the Notice of Hearing, Application, and the documentary evidence from the Landlord and had reviewed it prior to the hearing. The Tenant confirmed that he had not submitted any documentary evidence to the RTB or to the Landlord.

Preliminary and Procedural Matters

The Landlord provided their email address in the Application, and the Agent confirmed it in the hearing. The Tenant provided his email address in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be granted an early end to the tenancy and an order of possession?

Background and Evidence

The Parties agreed that the fixed-term tenancy began on September 14, 2015, ran until September 30, 2016, and then operated on a month-to-month basis. They agreed that the Tenant is required to pay the Landlord a monthly rent of \$440.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$212.50, and no pet damage deposit.

In the hearing, the Agent explained the reason the Landlord seeks an early termination of the tenancy and an order of possession, as follows:

Unfortunately, [the Tenant] has been disturbing tenants there for the last year, yelling in hallways, shutting doors super loud, verbally abusing tenants and the janitor. When I talk to him, sometimes he's normal and friendly, but sometimes he's unstable - yelling at you - very aggressive sometimes.

So many tenants ask me to talk to him and I did, but there was no result. His behaviour continued for the last year. We gave him an eviction notice, but he didn't move out. We were waiting for a hearing, but on August 31, [2022], an incident happened.

The Agent directed me to a statement from the janitor, [F.S.], which describes the incident, as follows:

August 31 2022

On the morning of Aug. 31, at or around 10 AM I was the victim of an unprovoked attack by the [Tenant] while doing my duties in the rear 3rd floor stair well. I was punched in the back of neck, knocking me to the ground then he poured a full litre of cleaning solution containing bleach over my head, and getting it in my

right eye, then tried to beat me while I was on the floor, and blinded. [The tenant] in [other tenant's unit number] came to my rescue. [The Tenant] then ran out the side door doing damage to the hinge.

Spent 3 hrs at hospital treated within 10 min. Now on antibiotics 4 next 5 days.

[Police file number provided] [Janitor's Signature]

The Agent continued:

[The Tenant] attacked him from behind, and there was cleaning supply and he poured it on [F.S.]. I took pictures of [F.S.]. One of the neighbours heard noises and pulled [the Tenant] off [F.S.]. We called the cops and we waited for 30 minutes and [F.S.'s] eyes were burning badly and I took him to the hospital and took pictures. See the bleach stains on his clothes, and some of the injuries [the Tenant] caused to his face.

[F.S.] was released after a few hours. They put him on antibiotics. After that, we had to apply for an expedited eviction. It is not safe for [F.S.] to have [the Tenant] in the building. So many people came forward and told me about the incident – three people on same floor, but they didn't want to give their names, so their statements are already uploaded. Two tenants have moved out because of [the Tenant].

The Landlord submitted photographs of [F.S.], which show him wearing a t-shirt with bleach stains all over it. Another photograph of this person is focused on his forehead, which has an abrasion on it. A third photograph is of hospital wrist bands with the [F.S.'s] name on it, and an indication that it was in the emergency department.

The statements of the three anonymous tenants in the residential property are as follows [reproduced as written]:

1. For the past couple of years, [the Tenant's] behaviour was highly anti-social, and he actively sought out verbal confrontations inside the [residential property address] building and outside. On many occasions, he would call me 'Bitch' and on one occasion, after I held the door open for him. On a lesser note, he would go thru periods of slamming his door close with extreme force at all hours of the day and night.

2. As a resident of [residential property address] for the past 2+ yrs, [the Tenant] has been rather constant disturbance on a daily basis. Everyday when leaving or entering his unit he will close his door with such force it will shake my walls across the hall from his unit. This happens at least 10 – 15 times throughout the day.

He has also been in numerous conflicts with a close neighbour, usually by yelling loudly and banging on his door at all times of day. There have also been a few incidences where the police have attended to his unit to discuss violent issues that he was allegedly involved.

3. Yes, I've had problems with him, I would be laying in bed and I would see him staring at me in my window, while I was naked then there was times he would be banging on the wall or window, I have a cardboard on my wall so he can't see in my room.

The Tenant responded to the Agent's testimony, as follows:

I don't have erratic, violent behaviour; it's not true. They don't fix my door – that's why it sounds slamming. The bathroom door, too; they fixed that, but not the front door. I soaked my door to close it.

A lot of people attack me for no reason. I didn't assault [F.S.] at all. He was holding court outside the building.

Also, I lost my keys and the reason this commotion occurred, is because the building manager would wait for one week for my keys. I lost my keys because of the aggravation and constant assaults. Some people have a mental condition. I have a condition - schizoid effective disorder. Next door, the girlfriend is a drug dealer. It's true.

[F.S.] pretends to be the super of the building. I didn't pour anything. I'm a civilized person. He's a sick man; he smokes a lot and has a sick body. He had some friends to work out a smear campaign he has running on me. He ruins someone's reputation. And he knows I'm not violent – I've never been charged with assault.

A guy came to fix my door, and I said 'Try to close the door'; he thought it was a booby trap, but they closed it with a bang. They want to seem that I'm an angry

person. There's a clique of people who want to be gangsters and no-gooders.

The Agent continued:

Regarding the repairs, he did come to me a few times that he has issues in his room, and I sent workmen two times. Every time they come to his room, he uses the "F" word, swearing at them. Two people who I sent won't go back, because he's super aggressive.

[The Tenant] lives on the second floor, and [F.S.] was on the third floor. I believe he was looking for [F.S.] and found him and attacked him from behind.

Regarding keys, he has lost his keys more than 10 times. He loses them at least once every couple of months. Every time he loses keys, he texts me and says be at the building at 12 o'clock - and he's not there. I go to the building; he's not there. That's why it takes time to get the keys back, but never seven days.

He says he's not an aggressive person, but cops have been to the building so many times. Four police cars were in front of the building once. Tenants told me [the Tenant] had punched someone on the street and that's why they were there. All the tenants avoid him because they are scared of him.

The Tenant responded:

He never sent a handyman. He came with a friend. I told him you don't know what I've done in my life. He was very impolite. There was nobody showed up here, and I didn't punch anyone. The management is giving me the runaround. I spoke with [F.S.] about two years ago, he speaks some French, and he yelled at me and told me to leave the building.

...

I'm 64 year-old person. I don't appreciate people fabricating things about my personality. Pretty much exemplified - I'm a good intellectual - and they don't like that. I feel like a third-class citizen in Canada.

I asked the Agent why it would be unreasonable, or unfair to the Landlord or other occupants of the residential property to wait for a one month notice to end the tenancy to take effect, and he said:

All I want to say is since he is not stable, I strongly know that he is a threat to all

the tenants living in the building. He might think someone is looking at him or staring at him. I also wanted to emphasize the statements from the three tenants who didn't want to mention their name. I have pictures, too.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end a tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and documentary evidence of the Parties, I find that the Landlord has met that burden.

Based on the evidence before me overall, I accept the Agent's evidence that it is more likely than not that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property. I find the Landlord submitted sufficient evidence that the Tenant attacked [F.S.] and that many of the other tenants are afraid of him.

I find such occurrences, along with police having to be called to the residential property because of the Tenant's behaviour, would cause the Landlord and the other tenants to be unreasonably disturbed. I note the Agent's evidence that two tenants have moved out, because they were afraid of the Tenant. This is consistent with the statements of people on the Tenant's floor and the janitor noted above.

Due to these conclusions, I, therefore, find that the Landlord has proven that the Tenant has significantly interfered with or unreasonably disturbed other occupants and the Landlord.

I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy to take effect, as I find without an early termination of the tenancy, they are less likely to be able to protect other occupants and the Landlord's employees from further disturbance and interference.

I therefore grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. Accordingly, I also grant the Landlord an **Order of Possession** of the rental unit, **pursuant to section 56** of the Act. Given the danger I find the Tenant poses

to other occupants and employees of the residential property, the **Order of Possession** will be **effective two days after it is deemed served to the Tenant**, pursuant to section 90 of the Act.

Conclusion

The Landlord's Application is successful, as the Agent provided sufficient evidence to prove on a balance of probabilities that the Tenant's behaviour has significantly interfered with or unreasonably disturbed other occupants and the Landlord.

The Landlord is granted an **Order of Possession effective two days after service** on the Tenant. This Order must be served on the Tenant by the Landlord and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 21, 2022

Residential Tenancy Branch