



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking an order of possession, pursuant to section 56 of the *Residential Tenancy Act*, (the "Act").

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served by posting to the door of the rental unit on October 20, 2022, and also sent by registered mail sent on October 20, 2021, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served by posting to the door is deemed to have been served three days later. A document served by registered mail is deemed served 5 days later. I find that the tenant has been duly served in accordance with the Act.

### Issue to be Decided

Are the landlords' entitled to an order of possession pursuant to section 56 of the Act?

### Background and Evidence

The landlord testified that since they purchased the property in July 2022 the tenant has been aggressive and violent towards them and the other occupants who live in the second basement unit.

The landlord testified on July 11, 2022, they entered into a tenancy agreement with the occupants and their tenancy commenced on that date. The landlord stated as soon as the occupants moved into the premises the tenant began to harass them and to make threatening comments.

The landlord testified on July 20, 2022, they were contacted by the occupants as they could not access their unit as someone had put glue into the lock, which the only person who had access was the tenant.

The landlord testified on July 21, 2022, the occupants contacted them because someone had cut their internet line, which the CCTV footage shows the tenant tampering with the box.

The landlord testified that on July 23, 2022, they were advised by the new occupants that they were unable to access their rental unit, and when they attended they discovered that the tenant had changed the lock on the door, that gave access to both the occupants' unit and the tenant's unit. The landlord stated that they went to talk to the tenant; however, there was no answer.

The landlord testified on July 26, 2022, they went to talk to the tenant, and they were physically assaulted by the tenant. The landlord stated that tenant grab their phone out of their hand threw it on the ground and then punched them in the head. The landlord stated that the police attended, and the tenant was arrested and placed on conditions.

The landlord testified on August 21, 2022, around midnight, the occupants were watching a movie when the tenant came to their door and started swearing at them by saying "fuck you, fuck you guys" repeatedly. The occupants were very scared and were fearful for their well-being and lives.

The landlord testified that on August 22, 2022, the tenant attended the occupant's rental unit and started banging on the door with a dumbbell causing damage to the door and made threats to cause bodily harm to the occupants. The landlord stated that the tenant then went around to the exterior windows of the occupants trying to get into their rental unit and was making sexual comments and sexual gestures. The landlord stated that the two young occupants were petrified.

The landlord testified that on September 17, 2022, the tenant verbally threatened to cause bodily harm to one of the other occupants and was following them down the street and then went to the other occupant's rental unit and threatened the other occupant with bodily harm. The landlord stated that the tenant was charged with two counts of uttering threats.

The landlord testified that on September 18, 2022, at approximately 11:16 AM, the tenant again began shouting obscenities at the occupants, by threatened to harm them, made racial comments towards them, and was verbally aggressive with them.

The landlord testified on September 18, 2022, the tenant was yelling, and threatening to harm the landlord and then threw a rock at their window, breaking the window.

The landlord testified that on September 19, 2022, the police attended to arrest the tenant; however, the tenant refused to answer the door.

The landlord testified that again on October 2, 2022, the tenant threatened to bash their head in and again on October 10, 2022 changed the locks to the common areas.

The landlord testified that the tenant was to attend court on September 29, 2022 and failed to attend and an arrest warrant was issued.

Filed in evidence are statements of the two occupants, photographs, videos and a copy of the court services online, showing the charges laid between July 11, 2022 and October 11, 2022 of two counts of uttering threats to cause death or bodily harm, criminal harassment, mischief and two counts of breach of an undertaking against the tenant.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has

- 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, or
  - 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 rental unit or residential property;
- b) And 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 to take effect.

I am satisfied based on the testimony of the landlord and the large amount of supporting evidence , that the tenant has seriously jeopardized the health or safety of the landlord and other occupants of the residential property and has engaged in illegal activity, by assaulting the landlord, harassing, threatening to cause bodily harm to the landlord and occupants and caused damage to the rental property, by gluing the occupants lock that gave access to their rental unit, by cutting the occupants internet line, by continuing to change the locks and throwing a rock through the window of the landlord.

I also find the landlord has established, that the tenant's behaviour is totally out of control and as a result it would be unfair for the both the landlord and the other occupants of the rental unit to wait for a One Month Notice to take effect.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

As the landlords are successful with their application. I authorize the landlords to keep \$100.00 from the tenant's security deposit if full satisfaction of this award.

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 31, 2022

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Residential Tenancy Branch