



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding City of Vancouver Non- Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This expedited hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (the “Act”) for the following orders:

1. an early end to the tenancy and an Order of Possession, pursuant to section 56; and,
2. authorization to recover the filing fee for this application, pursuant to section 72.

BW appeared as agent for the landlord. BW testified that they served the tenant with the notice of expedited hearing and evidence package on January 31, 2023, by affixing it to the door handle of the rental unit. In support of this, BW provided a Proof of Service which indicates the same and included photographs which he testified depict the documents attached to the door and the tenant receiving the documents.

Based on the testimony and evidence of BW and in accordance with sections 88, 89(2) and 90 of the Act, I find that the required documents were served on the tenant on January 31, 2023 and are deemed to have been received by the tenant on February 2, 2023, the third day after they were posted to the door.

BW was given full opportunity under oath to be heard, to present evidence and to make submissions. BW confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11

The tenant did not appear at the hearing. The hearing proceeded in the tenant’s absence pursuant to Rule of Procedure 7.3.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the landlord's request for an early end to the tenancy?

Can the landlord recover the filing fee?

Background and Evidence

While I have considered the documentary evidence and the testimony provided by the landlord, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the landlord's testimony and my findings are set out below.

The parties entered into a written tenancy agreement starting March 18, 2022. Monthly rent is \$375.00 and is payable on the first day of each month. The tenant paid the landlord a security deposit of \$187.50, which the landlord continues to hold in trust for the tenant.

BW testified that they are the building manager of the rental property and as such, they have to think of the safety of the 213 other occupants of the building. He testified that efforts are made to provide a clean and quiet place for families and people living on income assistance. BW stated that there are families with young children residing in the building.

BW drew my attention to the evidence package which includes an incident report, photographs, and a witness statement regarding an occurrence on January 11th, 2023. BW testified that on January 11, 2023 at approximately 8:59 p.m. the tenant's boyfriend produced an approximately two-foot sword and threatened to cut the head off of another tenant from the building. The altercation occurred at the front entrance of the building and the photographs included clearly show an individual brandishing a sword in a threatening manner toward another individual. BW testified that the individual brandishing the sword is the boyfriend of the tenant, the other individual is another resident of the building, and the female depicted in the photographs is the tenant.

BW drew my attention to a witness statement which is submitted into evidence and states in part the following:

I was finished my cigarette and entering the building when his girlfriend came out. The man then started across the street towards me. They were both yelling at me and the man pulled out a 2 ft. sword and threatened to cut off my head.

...

The girl lives in my building apt. 203 and the man is her boyfriend.

BW testified that the Vancouver Police Department (VPD) were called. BW provided a VPD file number which I have not reproduced here for the sake of privacy. BW testified that charges have been recommended to crown.

BW testified that the tenant's boyfriend is barred from the building; however, on January 8, 2023, the tenant's boyfriend entered the building. He was reminded by the building manager that he was barred from the building. The tenant's boyfriend responded by stating "I don't give a fuck, I'm coming in." The building manager retreated when he became aware the tenant's boyfriend was carrying a hammer.

BW testified that both staff and other residents of the building do not feel safe. In his view, the tenant's boyfriend is aggressive and this behaviour warrants and expedited end to the tenancy.

Analysis

Residential Tenancy Branch Policy Guideline #51 Expedited Hearings provides the following information:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application.

Section 56 of the Act states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Section 56 of the Act allows the director to end a tenancy and issue an order of possession if satisfied in the case of a Landlord's application, the tenant or a person permitted on the residential property by the tenant or person has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or,
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Based on the undisputed evidence and testimony of BW, on a balance of probabilities, I find that the boyfriend of the tenant is a person permitted on the residential property by the tenant and I accept that they are the perpetrator of the incidents that occurred on January 8, 2023, and January 11, 2023. Further, I am satisfied that the actions and behaviour of the tenant's boyfriend have caused staff and other residents of the building to fear for their safety, and I am satisfied that there is, in fact, presently a serious threat to the safety of the landlord or another occupant.

I find that the landlord's application satisfies the requirements for an Early End of Tenancy under section 56(2)(b) of the *Act*. I find that the landlord provided sufficient evidence that it would be unreasonable to issue a 1 Month Notice to the tenant, as the testimony and evidence presented by the landlord demonstrates that a person permitted on the property by the tenant 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.

I therefore find that the landlord is entitled to end this tenancy and I grant an order of possession that is effective two days after service on the tenant.

As the landlord was successful in this application, pursuant to section 72(2)(b) the landlord is authorized to deduct \$100.00 from any security deposit due to the tenant to recover their filing fee.

Conclusion

The landlord is granted an order of possession which will be effective two days after service on the tenant. The order of possession must be served on the tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

I order the landlord to withhold \$100.00 from the security deposit in satisfaction for a return of the filing fee.

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: February 16, 2023

Residential Tenancy Branch