



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Lu'ma Native BCH Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for An order to end the tenancy early due to circumstances where it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect pursuant to section 56.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:20 a.m. to enable the tenant to call into this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord was represented by program manager, EL. The landlord testified that she served the Notice of Expedited Hearing package upon the tenant on April 4, 2023 by posting a copy of the package on the tenant’s door and by sending via registered mail on the same date. The tracking number for the mailing is recorded on the cover page of this decision and the landlord provided a witnessed, signed proof of service document into evidence. I deem the tenant served with the Notice of Expedited Hearing package on April 7, 2023, the third day after it was posted to her door in accordance with sections 89 and 90 of the Act.

In accordance with Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* (“Rules”), this hearing was conducted in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

### Background and Evidence

The landlord gave the following undisputed testimony. The rental unit is located in a supportive housing facility run by her society. The residents of the building are assisted

by staff who conduct regular wellness checks and make hourly rounds to ensure their safety and well being.

The tenancy began on May 1, 2021 with rent set at \$375.00 per month payable on the first day of the month. The reason the landlord seeks to end the tenancy is because the tenant has been harbouring an aggressive dog who has attacked the residents and staff of the building and the tenant refuses to remove the dog.

On September 6, 2022, the dog bit a resident in front of the building while under the tenant's control. That same day, the landlord sent the tenant two letters, one requiring that the dog be muzzled, on leash, and under a person's control when in common spaces. The second letter requires that the dog be gone by September 13, 2022 at 2:00 p.m. The landlord testified that the dog belongs to the tenant's boyfriend who was a resident of the building at the time.

On October 23<sup>rd</sup>, the dog was in the lobby with the tenant without a muzzle. The dog lunged at another resident and bit that resident's hand. The tenant was given a notice on October 25<sup>th</sup>, warning that continuing to have the dog in the building without a muzzle could end the tenancy .

On January 13, 2023, the dog ran out of the tenant's unit and jumped on a resident who was walking towards the elevator. In the video provided as evidence, the un-muzzled dog is seen twice lunging at the resident and the landlord testified the dog bit the resident before the tenant's boyfriend was able to pull the dog off him. Another breach letter was given to the tenant.

On January 15, 2023, the dog was once again in the lobby without a muzzle and lunged at another resident, biting him on the hand. The dog was on a retractable leash, but the tenant was unable to control the dog and stop him from biting the resident. The attack was captured on video and provided as evidence. The landlord testified that the resident suffered two open wounds on the back of his hand.

The landlord provided letters from the staff of the building who are fearful of the dog and have refused to work due to the unsafe working conditions due to the dog. The landlord attending today's hearing also testified that she herself was attacked by the dog in front of the building while she gave water to the tenant and her boyfriend on March 24<sup>th</sup> at 11:00 a.m.

After the tenant's boyfriend and the dog were removed from the building by the bailiff on March 23<sup>rd</sup>, the tenant was advised in writing that the dog must be off the property by 4:00 that day and the dog is prohibited from re-entering the building. Since then, the tenant has been caught bringing the dog in via the back door exits on March 29<sup>th</sup>, April 1<sup>st</sup> and April 2<sup>nd</sup>.

### 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. (emphasis added)**

The tenant did not attend this hearing to dispute any of the landlord's testimony or evidence. Based on the landlord's undisputed evidence, I am satisfied the tenant has seriously jeopardized the health or safety or lawful right of the other residents of the building and that it would be unfair to the other residents to wait for a notice to end tenancy for cause to take effect.

I have reviewed the video evidence of the lunging and biting behaviour of the dog to other residents of the building on January 13<sup>th</sup> and January 15<sup>th</sup>. Both of these attacks took place after the tenant was advised in writing that the dog was not allowed in the building. I find it even more troubling that the dog was not muzzled on either occasion, despite the tenant receiving multiple notices requiring the dog not be in common spaces without the muzzle on.

I accept the landlord's submissions that the staff at this supportive housing facility are unable to perform their duties such as doing hourly rounds and wellness checks for fear of being attacked by the dog. I agree with the landlord in concluding that this jeopardizes the well-being of the building's occupants.

The landlord has satisfied me that the safety of the other occupants of the building would be seriously jeopardized if this tenancy were to continue. The tenant has shown no regard for the other occupants of the building in choosing to harbour the dog who has demonstrated aggressive behaviour and caused injury to several of them. There is an immediate and imminent danger to the other occupants of the building with the dog's continued presence, facilitated by the tenant. Accordingly, I issue an Order of Possession to the landlord pursuant to section 56 of the Act.

#### Conclusion

I grant an Order of Possession to the landlord effective **24 hours 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.

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: April 20, 2023