



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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A matter regarding PACIFICA HOUSING ADVISORY ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FFL

Introduction

The Landlord seeks orders under section 56(1) of the *Residential Tenancy Act* (the “Act”). The Landlord also seeks to recover the cost of the application fee.

Service of Notice of Dispute Resolution Proceeding

The Landlord’s agent attended the hearing while the Tenant did not. The Landlord testified under oath that they served a *Notice of Dispute Resolution Proceeding* on the tenant by registered mail. There is proof of tracking information submitted in evidence.

Based on this affirmed and undisputed oral and documentary evidence it is my finding that the Tenant was served with the required documents necessary for them to participate in the dispute resolution process and to attend the hearing.

Issues

1. Is the Landlord entitled to orders under section 56(1) of the Act?
2. Is the Landlord entitled to recover the application fee under section 72 of the Act?

Evidence and Analysis

In reaching this decision, I have only considered relevant and necessary oral and documentary evidence that helped resolve the issues of the dispute.

The tenancy began on January 1, 2021. Monthly rent is \$435.00, and the Tenant paid a \$327.50 security deposit. There is a written tenancy agreement in place.

The Landlord seeks orders under section 56 of the Act because, as described in the particulars of their application:

On February 21st 2023 at [address of rental unit], the building complex where [the Tenant] lives, he was witnessed by site staff instigating a fight with a neighbor which resulted in [the Tenant] physically assaulting the other party; punching him in the head and kicking him. Police were called and staff separated the two individuals. Police File [file number redacted]. An early end is required due to the fear surrounding future violence towards neighbors or staff.

The agent affirmed that this is an accurate and truthful description of the events that led to this application. They explained that everyone at the property is “super stressed” and that using one-month notice would have prolonged an already stressful situation.

Section 56(1) of the Act which states that

A landlord may make an application for dispute resolution requesting

- (a) an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) an order granting the landlord possession of the rental unit.

In order to grant the orders under this section, section 56(2)(a) and (b) of the Act states that an arbitrator must be satisfied on a balance of probabilities that

the tenant or a person permitted on the residential property by the tenant has done any of the following:

- (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;
- (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 residential property, and

- (b) 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 [*landlord's notice: cause*] to take effect.

In this case, the affirmed oral and documentary evidence persuades me to conclude that the Tenant seriously jeopardized the health and safety of other occupants by assaulting his neighbour. I find that it would be unreasonable to have to wait for a One Month Notice to End Tenancy for Cause to take effect or be disputed.

Taking into consideration all the evidence before me, I find on a balance of probabilities that the Landlord has proven they are entitled to orders under section 56(1) of the Act. As such, I order the tenancy ended effective immediately and that an order of possession be granted to the Landlord.

The Landlord is granted \$100 under section 72(1) of the Act to recover the cost of the application fee and is authorized under section 38(4)(b) of the Act to retain this amount from the Tenant's security deposit.

Conclusion

The application is hereby GRANTED.

This decision is made on delegated authority under section 9.1(1) the Act.

Dated: June 8, 2023

Residential Tenancy Branch