



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On July 6, 2023, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On July 6, 2023, this hearing was scheduled to commence via teleconference at 9:30 AM on July 20, 2023.

J.T. attended the hearing as a co-owner of the rental unit, with S.T. attending as an agent for the Landlord, R.H. attending as counsel for the Landlord, and E.H. attending later as a witness for the Landlord. However, the Tenant did not attend at any point during the 26-minute teleconference. R.H. advised of the correct name of the Tenant, and the Style of Cause on the first page of this Decision has been amended to reflect this change.

At the outset of the hearing, I informed the parties that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance, with the exception of R.H., provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 9:30 AM and monitored the teleconference until 9:56 AM. Only representatives for the Applicant dialed into the teleconference during this time. 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 I was the only other person who had called into this teleconference.

R.H. advised that the Tenant was served with the Notice of Hearing and evidence package by attaching it to the Tenant's door on July 6, 2023. Included were signed proof of service documents corroborating service. Based on this undisputed evidence, I am satisfied that the Tenant was deemed to have received the Notice of Hearing and evidence package three days after it was attached. As such, this evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

R.H. advised that the tenancy started on July 1, 2016, that rent was currently established at around \$885.00 per month, and that it was due on the first day of each month. A security deposit of \$392.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

She submitted that on June 29, 2023, at approximately 12:30 – 1:00 PM, the Tenant stabbed another resident of the building after being served a notice to end his tenancy. She stated that this resident was rushed to the hospital and is current comatose after suffering from 20 different stab wounds. She referenced the news articles submitted as documentary evidence which confirm the time, date, and identity of the assailant (the Tenant). As well, she cited the police file number also provided to support these claims. She advised that the property manager heard the screams of the victim, and that E.H. witnessed the Tenant covered in blood, carrying a knife, and fleeing the building. She stated that this person also threatened E.H.

J.T. confirmed the events as described by R.H.

E.H. then dialed into the hearing and testified that she heard screams for help on June 29, 2023, and that when she went into the hall, she observed blood on the walls. She advised that she saw the building manager covered in blood and fleeing. She then submitted that she observed the Tenant covered in blood, walking towards her, with what looked to be a filed down kitchen knife. She stated that she told him to put down this weapon. She testified that one of the other residents of the building screamed at her to call the police and that the Tenant then informed her not to. She testified that as the Tenant was entering the stairwell, he looked back at her and again threatened her not to call anyone. She then advised that she went to attend to the victim and observed that her neck and shoulder were split open so badly that she could not locate where the victim was bleeding from the most, as there were so many wounds. While she attempted to put pressure on the wounds, she stated that the victim shouted, “he killed me.” She advised that the police eventually attended the scene and administered first aid to the victim.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by 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.*

When reviewing the undisputed evidence before me, I am satisfied that the Tenant has engaged in behaviour that was intentional, hostile, malicious, and violent and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord must also demonstrate that "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 for cause" to take effect.

When assessing and weighing the totality of the evidence before me, I find that the Tenant's behaviour is consistent with the documentary evidence and testimony provided. As such, I accept this evidence on the whole. Ultimately, I am satisfied that the Tenant has behaved in such an abhorrent manner that should the tenancy continue,

it is uncertain how much more dangerous the situation could become. I also find that the violent and worrying behaviour and actions of the Tenant pose an unpredictable danger that would likely cause a genuine concern for the ongoing safety of the property and of any persons that may attend the property. Consequently, I am satisfied that this behaviour would fall into all of the categories above.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in this claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain this amount from the security deposit in complete satisfaction of this claim.

### Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant 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: July 20, 2023

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Residential Tenancy Branch