



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY  
and [tenant name] pressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the Act") for an early end to this tenancy and an Order of Possession pursuant to section 56 of the Act.

### Issue to be Decided

Are the landlords entitled to an early end to this tenancy and an Order of Possession?

### Background and Relevant Evidence

This month to month tenancy began as a fixed term from March 1 to July 31, 2014. Monthly rent is set at \$1163.00, payable on the first of each month. The landlords continue to hold the tenant's \$300.00 security deposit paid by the tenant on March 1, 2014.

The landlords' representative at the hearing ("the landlord") identified the following reasons for seeking an early end to this tenancy without issuing a 1 Month Notice to End Tenancy for Cause ("the Notice") in the Details of the Dispute section of his application for dispute resolution:

*The resident has an ongoing history of violence in this building. He has been issued Notices to Remedy and Breach warnings on several occasions. Most recent incident involved the resident attacking another resident in the elevator with an employee of RCH between the two. The resident is a serious danger to other residents and staff working within the building. We are concerned for the safety of everyone [sic] in the building if we are to wait out the whole eviction process.*

The landlords provided a detailed package with incident reports from September 2014 through December 2014 to support the claim with respect to the tenant's behaviour. Most but not all of the incidents involve one particular occupant of the residential premises ("the former girlfriend"). The incidents include;

- September: Banging on the tenant's door at various hours and writing offensive comments on the former girlfriend's door;
- November: Kicking and yelling at the former girlfriend's door and throwing items at the tenant's door down the hallway;
- December: physically fighting with the former girlfriend in the elevator, resulting in an intervention by staff on-site and police attendance.

The incident reports also provide evidence that other tenants and the tenant's former girlfriend have been disturbed by the tenant's behaviour. Within the package, there is one letter of complaint regarding ongoing noise from the tenant's suite, as well as other references to verbal complaints.

The landlord testified that, as there were no serious incidents in October, they had hoped the matter was resolved. However, the landlord and his witness testified to escalating behaviour for the months of November and December. The landlord testified that the police have been called to address the "escalating behaviour" of the tenant on more than one occasion. This landlord offers optional supportive programming to its tenants. The manager of this program testified for the landlords. The manager testified that she had witnessed aggressive and violent behaviour by the tenant towards his former girlfriend, other residents and staff. She also testified that the support staff have attempted to intervene in altercations involving the tenant on several occasions.

This witness also testified that, as a group, her staff have approached her to say that they feel unsafe working in the residence while the tenant is residing there. An incident occurring December 1, 2014 was outlined in the landlord's package and supported by testimony of the landlord's witness. She testified that a staff member attempted to intervene in an altercation in the elevator between the tenant and the former girlfriend. It was reported to her that the tenant had attempted to hit a staff member. The police had been called on that occasion.

The tenant testified that his former girlfriend resides two doors down from him within the residential premises. He stated that, since the relationship ended three weeks ago, there have been no incidents in the building.

The former girlfriend provided evidence as a witness. In their testimony, neither the tenant nor his girlfriend disputed the evidence with respect to most of the incidents

outlined by the landlord. The tenant stated that he did not write anything on his former girlfriend's door. The tenant and his former girlfriend testified that the incidents are "blown out of proportion". The tenant's former girlfriend stated, in reference to the dispute in the elevator on December 1, 2014, the incident wouldn't have escalated if the staff hadn't intervened.

The tenant's second witness testified that he lives upstairs from the tenant. He further testified that the tenant is not that loud and he believes the complaints should be directed at another rental unit.

The landlord provided evidence that both written and verbal warnings had been provided to the tenant regarding noise and his behaviour. The landlords' witness testified that the staff made attempts to support the tenant in tempering his behaviour.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application to request an end to a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under a landlord's notice for cause. 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;
- ... **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.

Based on all the evidence of the landlords, and the testimony of the tenant, I find that the tenant's behaviour is both aggressive and violent. I find that behaviour has disturbed both the landlords and occupants. I find that, despite warnings the tenant has not curtailed his behaviour. I acknowledge that the tenant's former girlfriend testified on behalf of the tenant at this hearing. I find that her testimony was in contradiction with some of the incident reports and testimony of the landlords' witness. I do not disregard the evidence of the tenant or his girlfriend. However, I find the documentary evidence compelling in this matter. I find that the landlords have proved, on a balance of probabilities, that the tenant has caused disturbances and acted violently. I find that the tenant is not in a position to assure me that this behaviour will not continue and continue to escalate.

Most of these incidents may call for the issuance of a 1 month notice to end tenancy for cause. However, I find that this most recent incident involving violence has raised the conduct to a new level that significantly interferes with the landlords and the other tenants of the residential premises, including his former girlfriend. I therefore find that it would be unreasonable and unfair to the landlords and the other tenants to wait for a notice to end tenancy for cause to take effect.

The application for an early end to tenancy is an exceptional measure taken when a landlord can show that it would be unreasonable or unfair to the landlord or to the other occupants to allow the tenancy to continue until a notice to end tenancy for cause can take effect or to be considered by way of an application for dispute resolution. I am satisfied that the landlord has demonstrated, with documentary evidence and witness testimony, that it would be unfair or unreasonable to await a notice to end tenancy for cause to take effect. Therefore, I grant the landlords' application for an early end to tenancy.

### Conclusion

I grant the landlords an Order of Possession to be effective two days after notice is served to the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlords may enforce this Order in 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: December 23, 2014

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Residential Tenancy Branch

