



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET**

Introduction

This is an application by the landlord to end the tenancy early by way of an expedited hearing and seeking;

- an order of possession for the subject residential property

The landlord attended the hearing represented by agent EL. The tenant did not attend. All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions under oath.

The hearing was conducted by conference call. The parties were reminded not to record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord testified that they served the dispute notice and evidence package on the tenant both by posting it on the door of his rental unit and by registered mail. Both forms of service occurred on January 18, 2023. The landlord uploaded proof of service for both forms of service in evidence. The proof of service form for posting on the door includes a witness statement. The witness stated that they observed the landlord's agent post the dispute notice and evidence package to the door of the tenant's rental unit. I find that the tenant was properly served on January 21, 2023 pursuant to sections 88, 89, and 90 of the Act.

Issue(s) to be Decided

1. Is the landlord entitled to an order ending the tenancy early?

Background and Evidence

The tenancy commenced on April 23, 2021 on a month to month basis. Rent is \$375.00 per month due on the first of the month. The landlord holds a security deposit of \$187.50 in trust for the tenant. The tenant still occupies the rental unit.

The landlord testified that the tenant owns an aggressive dog and that the dog has attacked other occupants of the rental property on four separate occasions, September 6, 2022, October 23, 2022, January 13, 2023, and January 15, 2023. After the first attack the landlord advised the tenant that the dog must be removed from the premises by September 13, 2022 and be leashed and muzzled at all times in the common areas of the rental property. The tenant refused to remove the dog, or to leash and muzzle the dog. The landlord uploaded video footage of the two dog attacks that occurred on January 13 and January 15, 2023. The landlord also included a photo of the tenant's dog alone in the hallway of the rental property unleashed and unmuzzled.

The landlord also stated that the tenant was involved in two incidents with staff on January 13, 2023. The first incident occurred in the morning. The tenant approached a staff member and asked the staff member to meet him either off the property or in the elevator. The staff member suggested an alternate meeting place in view of the cameras. The tenant turned and entered the elevator. At that time the staff member noted that the tenant was in possession of brass knuckles. Police were called and attended at the rental property.

The second incident with staff occurred in the evening of January 13, 2023. The tenant approached staff with a knife approximately 8-10 inches long and stated "you know you're going to die". Police were called and the tenant was arrested. He was later released, returned to the rental property and as he passed by staff he made a cutting gesture across his neck. The landlord provided critical incident reports from staff regarding this incident.

The landlord stated that staff are unable to properly fulfill their duties around the area of the tenant's rental unit due to their fear of being attacked by the tenant's dog. The landlord testified that there are other occupants living in that area, and should an emergency occur with another occupant, the staff would not be able to attend without first ensuring the dog is secured, delaying assistance to other occupants of the rental property. A report from a staff member was provided in evidence stating the concerns of staff about their ability to do their job due to the presence of the dog.

Analysis

RTB Rules of Procedure 6.6 states, “The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 56 of the Act allows the director to end the tenancy early if the actions of the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, and it would be unreasonable to require the landlord to wait for a notice to end tenancy under section 47 of the Act to take effect.

The videos uploaded in evidence depict unprovoked attacks by the tenant’s dog on other occupants of the rental property. The landlord has also described unpredictable dog attacks and the refusal of the tenant to keep the dog leashed, muzzled and under control in the common areas of the rental property. Additionally, the written evidence of staff members shows that the tenant is seriously jeopardizing the safety of the landlord’s staff who work on site by threatening them with weapons and threatening gestures. I find that the landlord has established that the tenant has seriously jeopardized the safety of both the landlord and the other occupants of the rental property.

Given the immediate and ongoing risk to the other occupants of the rental property by both the tenant’s dog and the tenant, it would be unreasonable to require the landlord to wait for a notice to end tenancy to take effect under section 47.

I find that the landlord is entitled to an order of possession for the rental property on an expedited basis.

Conclusion

The landlord is granted an order of possession which will be effective two days after it is served 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.

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 1, 2023