



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** ET

### **Introduction**

This application was brought by the landlords seeking an Order of Possession under section 56 of the *Act* which permits a landlord to seek to end the tenancy early and without a Notice to End Tenancy under circumstances in which it would be unreasonable for the landlord to await an order under one-month notice under section 47 of the *Act*.

Despite being served with the Notice of Hearing in person on October 22, 2008, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

### **Issue(s) to be Decided**

This application requires a decision on whether the landlord has sufficient cause to warrant the exceptional measure of an Order of Possession to end the tenancy early.

### **Background and Evidence**

This tenancy began April 12, 2008. Rent is \$610 per month including \$10 for parking and the landlord holds a security deposit of \$300 paid on April 12, 2008.

During the hearing, the landlord gave evidence that the tenant had been served with a 10-day notice to end tenancy for unpaid rent on August 6, 2008 and a 30-day notice for

cause on August 21, 2008. However, the tenant had honoured neither nor made application to dispute either of the notices.

The landlord stated that this dispute had begun with the landlord's request that rent be paid by cheque or money order due to the hazards of managing large amounts of cash. The tenant refused, leading to the first notice.

The tenant responded with three different undated notes: one profane and one threatening and the other both profane and threatening. The landlord then issued the second notice for cause.

The landlord's office received three calls from the tenant on October 17, 2008. In one, he advised a staff member to advise the property manager, "Don't ever." When asked to clarify, he replied that he "was relentless." In a later one, while speaking with the property manager, he asked if he knew what a match is. The property manager and the witness took that to be a threat of arson and reported it to police. In the third call, he told another staff member to tell the property manager that, "It has begun."

Taking that threat seriously, the property manager contacted the building manager to make a search of the building to ensure that no fires had been started.

### **Analysis**

I find that the landlord has established that the tenant, by his written and telephone communication, has "seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant" as contemplated by section 56 of *the Act*.

Therefore, the landlord requested, and I find he is entitled to, an Order of Possession two days from service of it on the tenant.

**Conclusion**

Thus, the landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, effective two days from service of it on the tenant.

Dated: October 31, 2008