



Dispute Resolution Services

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

DECISION

Dispute Codes: *ET*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for an order to end tenancy, pursuant to Section 56.

The notice of hearing dated December 18, 2008 was served on the tenant on December 18, 2008 by posting it on his front door. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues to be decided

Does the landlord have grounds to end the tenancy? Is the landlord entitled to an order of possession pursuant to Section 56?

Background and Evidence

The landlord testified that the tenancy started on May 01, 2008. The monthly rent is \$1850.00 due in advance on the first day of the month. The tenant failed to pay rent for November and December. The landlord communicated with the tenant by email and stated that the tenant requested more time to pay rent due to personal difficulties. The landlord stated that he attempted to visit the tenant on December 17, 2008, after giving him notice via email, but was unable to as there was no response to the landlord's knock. The landlord noticed that the lock was changed. The landlord posted a 24 hour notice to inspect the premises, on the front door and this was witnessed by the head concierge. On December 19, 2008, the landlord visited and had the locks changed.

The landlord contacted the tenant to advise him of where he could pick up the new keys and also to let him know that he had violated the tenancy agreement by not paying rent

and changing the locks without prior approval from the landlord. The tenant called back and the landlord put the call on speaker phone in the presence of the building supervisor, who testified at the hearing. The tenant swore at the landlord and threatened him saying the tenant would make the landlord “*disappear*”. The tenant also asked the landlord for his whereabouts at the time of the call and what make and colour of vehicle he drove. The building supervisor stated that the tenant was conveying this information to another person, who is known to the supervisor, for his heavy handed interaction with sub tenants of the tenant. The landlord stated that the landlord is confined to a wheel chair and feared for his life and personal safety after this conversation with the tenant. The building supervisor confirmed that he heard the threats made to the landlord by the tenant. The landlord is requesting for an order of possession effective two days after service on the tenant.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord’s evidence in respect of the claim. I find that the tenant has seriously jeopardized the health and safety of the landlord by uttering threats.

Pursuant to section 56 (2), I am issuing a formal order of possession effective two days after service on the tenant. This Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

Dated December 29, 2008.
