



Dispute Resolution Services

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

Decision

Dispute Codes: ET, FF

Introduction

This hearing dealt with an application by the landlord for an order ending this tenancy early. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on January 5, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Has the landlord established cause to end the tenancy early?

Background and Evidence

The landlord testified that the tenant moved into the rental unit on or about November 1, 2008 and that since that time, the tenant has caused significant disturbance to other tenants through loud fighting with his spouse, making excessive noise, taking long showers which deprived other tenants of hot water, vacuuming at night and making repeated complaints to the landlord about maintenance issues. The landlord provided a letter signed by a “concerned tenant” which stated that the tenant had shot beer cans off of a tree with a pellet gun from inside the rental unit. The landlord testified that this occurred in November and that he wrote the tenant a letter advising that he must immediately stop this activity. To the landlord’s knowledge, the tenant did not use the pellet gun again from inside the unit after having received the landlord’s letter. The landlord testified that when the tenant made complaints to him, the tenant was verbally abusive, liberally using foul language and racial slurs. The landlord provided a tape recording of voicemail messages left for the landlord. The landlord further testified that the tenant had threatened him by stating that he would shut the landlord down and hire contractors to do maintenance, which would cost the landlord thousands of dollars. The landlord further testified that the tenant has not paid rent for December and January and

moved his spouse in the unit with him.

Analysis

An early end to tenancy is an extreme remedy under the Act. There are provisions in the Act providing landlords with opportunity to evict tenants for unpaid rent or for cause and requiring specific notice periods to be applied. When an early end to tenancy is granted, instead of receiving the one month notice that he would receive when being evicted for cause, the tenant receives virtually no notice. Under section 56(2)(b) of the Act, in order to establish a claim for an early end to tenancy, the landlord must establish 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" (emphasis mine). The tenant's actions may provide grounds to end the tenancy for cause and the tenant's choice of vocabulary is clearly improper and extremely offensive, but I am not satisfied that unreasonableness or unfairness exists in these circumstances. The "threats" to which the landlord referred are not threats against the physical well-being of the landlord or his family, but expressions of the tenant's commitment to forcing the landlord to comply with his obligations to maintain the residential property. While the shooting of the pellet gun was dangerous, the landlord acknowledged that it occurred at the beginning of the tenancy and the tenant did not repeat the activity when told to stop. I have not given any weight to the written statement of the "concerned tenant" as this individual was unwilling to identify him or herself. Although another tenant who did identify himself wrote a list of grievances with the tenant in the rental unit, I find that the grievances may form the basis for a one month notice to end tenancy for cause but do not establish unreasonableness or unfairness. For these reasons I dismiss the landlord's application.

Conclusion

The landlord's application is dismissed.

Dated January 16, 2009.

