



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: ET, FF

Introduction

This hearing dealt with an application by the landlord for an order for an early end to tenancy and an order of possession. The landlord testified that he served the tenant with the notice of hearing and application for dispute resolution on February 06, 2009 by registered mail and provided me with the tracking number. The tenant did not participate in the conference call hearing. I found that the tenant had been served with notice of the landlord's claim and the hearing proceeded in the tenant's absence.

Issues to be Decided

Is the landlord entitled to end the tenancy early?

Background and Evidence

The landlord testified that on February 01, 2009, the tenant requested the landlord to check out a leak in the kitchen ceiling. The landlord entered the rental suite and found the tenant's boyfriend who also lives in the suite, hitting the ceiling with a hammer causing damage. The landlord stated that the landlord requested the tenant to cease this activity and the tenant attacked the landlord resulting in an injury to the landlord's eye. The landlord was taken to the emergency for treatment. The landlord stated that upon the landlord's return home, the tenant came to the landlord's front door and uttered threats and then proceeded to slash the tires of the landlord's vehicle. The landlord called the police and the tenant was taken away in an ambulance as the tenant was grossly intoxicated. The landlord has submitted into evidence the hospital report and photographs of his injuries, the damage to the ceiling and the slashed tires. The landlord stated that he feared for his safety and that of his family and was applying for an order of possession to put an early end to the tenancy.

Analysis

In order to establish grounds to end a tenancy early, the landlord must establish that it would be unreasonable or unfair to force him to wait for a one-month notice to end tenancy for cause, to take effect. I accept the undisputed evidence of the landlord and find that it would be unreasonable to force the landlord to maintain the contractual relationship with the tenant in light of the tenant's threats and attempts to harm the landlord. I order that the tenancy end pursuant to section 56 of the Act and grant the landlord an order of possession.

Conclusion

The landlord is granted an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is also entitled to the recovery of the filing fee and I order that the landlord retain \$50.00 from the security deposit.

Dated February 13, 2009.

Dispute Resolution Officer