

DECISION

Dispute Codes:

ET, FF

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the filing fee.

The landlord testified that he served the tenant with the notice of hearing and application for dispute resolution on June 26, 2010, by posting the notice on the tenant's door, in the presence of his witness. 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? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2010 for a fixed term of three months ending on June 01, 2010. A clause in the tenancy agreement required the tenant to move out at the end of the fixed term. This clause is initialed by both parties. The rental unit is located on the top floor of a three level home. The home has other rental units on the main floor and basement. The landlord does not live on the property. The monthly rent is \$600.00 payable on the first of each month.

The landlord stated that the tenant is a member of his community and was looking for help as he did not have any income and needed accommodation.

The landlord agreed to help him out by allowing him to live in the unit rent free for two months on condition that he found a job and started paying rent on May 01, 2010. The tenant moved in without paying a security deposit

The landlord testified that on May 01, 2010 he called the tenant with a request for rent. The tenant stated that he had no money as the job he had was not paying enough. The landlord then informed the tenant that he would have to move out. The tenant got irate and the parties got into an argument. The tenant threatened to cause damage to the landlord's vehicle. Shortly after, the landlord's vehicle window was smashed and the body of the vehicle was vandalized with a screwdriver that was found near the vehicle.

The other occupants of the rental home complained about garbage left on the property and the lack of lawn maintenance. The landlord visited the property to cut the grass on May 09, 2010, along with his witness. The tenant opened his door and yelled at the landlord and threatened to kill him. The landlord called 911 and he was advised to stay away from the tenant and apply for an order of possession. The landlord's witness confirmed that she was present and heard the tenant threaten to kill the landlord.

The landlord testified that he feared for his safety, security and physical well being and also feared that further damage would be done to his property. Accordingly, the landlord applied for an immediate order of possession.

Analysis

Based on the above facts and in the absence of any contradictory evidence, I am satisfied that the tenant's behaviour has seriously jeopardized the landlord's property and his safety and security.

In the circumstances it would be unreasonable and unfair to require the landlord to wait for a notice to end the tenancy under s. 47 and therefore I find that the landlord is entitled to an order for possession.

A formal order has been issued and may be filed in the Supreme Court and enforced as an order of that Court. I further order the tenant to pay to the landlord the sum of \$50.00, being the cost of the filing fee paid.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for \$50.00.

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: July 07, 2010.

Dispute Resolution Officer