



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: ET

Introduction:

This hearing dealt with an application by the Landlord seeking to end this tenancy early pursuant to section 56 of the *Act*.

The Landlord gave affirmed testimony. He testified that he mailed the Notice of Hearing documents, by registered mail, to the Tenant at the rental unit on July 30, 2010. The Landlord testified that the registered mail envelope was returned to the Landlord on August 6, 2010. The Landlord provided copies of the registered mail receipt and registered mail envelope in evidence.

The Landlord stated that on August 10, 2010, he e-mailed the Tenant and advised him of the date and time of the Hearing and the dial-in information including the number to call and the passcode information.

I am satisfied that the Landlord duly served the Tenant with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Residential Tenancy Act (the "Act"). Service in this manner is deemed to be effective 5 days after mailing the documents, whether or not the Tenant chooses to accept delivery of the registered mail documents.

The teleconference was scheduled to begin at 1:30 p.m. on August 18, 2010. By 1:40 p.m., the Tenant had still not signed into the conference and the Hearing continued in his absence.

Issue to be Determined:

Has the Landlord shown that there is cause to end this tenancy and that it would be unreasonable or unfair to wait for a one month Notice to End Tenancy under the Act to take effect?

Background and Evidence:

The Landlord testified that the tenancy began on June 1, 2010. The Tenant and the Landlord agreed that the Tenant could pay a reduced rent in exchange for his labour in making renovations to the rental unit. The Tenant was to provide the Landlord with a list of materials he needed to effect the renovations and the Landlord would arrange for the materials to be ready for pick up at a local store. The Tenant also agreed to provide the Landlord with regular updates and pictures of the progress he was making. The Landlord testified that the Tenant has provided the Landlord with a list of required materials or updates with respect to work done at the rental unit. The Landlord stated that the Tenant has never paid any rent. The Landlord provided a copy of the tenancy agreement in evidence.

The Landlord stated that he attempted to reach the Tenant by telephone and by e-mail, but the Tenant did not return his messages. The Landlord became concerned when he received correspondence from the water company on July 22, 2010, that the water to the rental unit had been shut off for the Tenant's failure to pay the water bill. The Landlord went to the rental unit on July 24, 2010, and knocked on the door and rang the door bell. There was no answer. The Landlord phoned the Tenant and could hear the phone ringing in the house, but there was no answer. The Landlord was concerned that the Tenant might have abandoned the rental unit because of the lack of water, so he used his key to gain entrance. He discovered two women sitting in the living room and asked them if the Tenant was available. The Landlord stated that the Tenant appeared from around a corner and punched him in the face, knocking off his glasses

and giving him a black eye. The Landlord left the rental unit and went to the police station to report the incident. The Landlord provided a letter from the police in evidence.

The Landlord testified that he was concerned about the lack of sanitation due to the water being cut off and also concerned about wilful damage the Tenant might be doing to the rental unit. The Landlord stated that neighbours and members of the strata counsel had advised him that there were 4 people living in the house and that the Tenant had a pit bull. The Landlord testified that the strata counsel had also advised him that there had been 3 or 4 incidents at the rental unit with the Drug Squad attending and that a woman had been arrested and taken away on August 9, 2010.

Analysis:

In making an application for an early end to this tenancy the Landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the Landlord and placing the Landlord's property at significant risk, and by proving that it would be unreasonable or unfair to the Landlord or other occupants to wait for a one month Notice to End Tenancy for cause under section 47 of the *Act* to take effect.

Based on the undisputed testimony of the Landlord, I am satisfied that the Landlord has met the burden of showing that the Tenant seriously jeopardized the health and safety or lawful right of the Landlord on July 24, 2010, by assaulting the Landlord and that it would be unreasonable or unfair for a one month Notice to End Tenancy to take effect.

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant.**

Conclusion:

I grant the Landlord an Order of Possession **effective 2 days after service of the Order on the Tenant**. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: August 18, 2010.

Dispute Resolution Officer