



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for an order ending this tenancy early. Both parties participated in the conference call hearing.

The landlord submitted written evidence to the Residential Tenancy Branch but did not provide copies to the tenant. As the tenant was not given copies of this evidence, I have not considered it in my deliberations.

Issues to be Decided

Is the landlord entitled to an order ending this tenancy early?

Background and Evidence

The landlord testified that the tenant has repeatedly breached the house rules by which he agreed to abide. Specifically, the tenant's guests have failed to sign in at the front desk, he wrote on the mirrors in a bathroom shared by other tenants, he assaulted one of the landlord's staff members, he pushed and threatened another tenant, he exposed himself to a member of the landlord's staff, he threatened staff members with physical violence and he was verbally abusive to staff members. The landlord produced one witness, a staff member who testified that he heard the tenant yell and call staff members names.

The tenant acknowledged having written on a bathroom mirror but denied all of the other allegations.

Analysis

In order to establish his claim the landlord must prove not only that he has cause to end the tenancy but also that it would be unreasonable or unfair to make him wait for a one month notice to end tenancy for cause to take effect. The landlord provided hearsay evidence about complaints he had received from staff members and other tenants but on the most serious allegations, those of threats of violence and assault, the landlord did not produce witnesses. I accept that the tenant wrote on the bathroom mirrors but find that such an action does not create an emergency situation whereby the tenant must be immediately evicted.

Conclusion

I find that the landlord has failed to prove that it would be unreasonable or unfair to make him wait for a one month notice to end tenancy for cause to take effect. The claim is dismissed.

Dated: August 30, 2010

Dispute Resolution Officer