



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

### Dispute Codes:

**ET, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an early end of the tenancy, an Order of possession and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that a copy of the Application for Dispute Resolution, evidence and Notice of Hearing was served to the tenant by posting to the rental unit door on December 22, 2010, at 1:40 p.m. with a witness present.

On December 24, 2010, during a discussion with a staff member, the tenant's mother, who had also been living at the rental unit, confirmed receipt of the Notice of hearing.

These documents are deemed to have been served by December 25, 2010, in accordance with section 89 of the *Act*, however the tenant did not appear at the hearing.

### Preliminary Matter

The landlord withdrew the request for filing fee costs.

### Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a Notice to End Tenancy?

Is the landlord entitled to an Order of possession?

### Background and Evidence

This tenancy commenced in February 2007; rent was \$721.24, due on the first day of each month. A deposit in the sum of \$325.00 was paid at the start of the tenancy.

The tenant has paid rent on time throughout his tenancy but failed to do so on December 1, 2010. On December 15, 2010, the landlord attempted to enter the unit, after posting a notice on December 13, 2010. The tenant had been given a 10 day notice ending the tenancy for unpaid rent and the landlord wished to speak with him.

On December 15, 2010, when the landlord attempted entry to the unit they found the door had been barricaded. The tenant eventually came to the door, saw the notice of entry posted and took the papers from the door. The landlord spoke with the tenant and told him they had to proceed with the eviction notice, as rent had not been paid within the required timeframe.

Another notice was posted for entry on December 17, for completion of a safety inspection. Again the door was barricaded. Initially the tenant communicated with the landlord's staff and then ceased all communication. As this behaviour was out of character, the staff member sought advice and out of a safety concern the police were contacted.

When the police arrived a loud crash was heard from the tenant's unit. The tenant refused to come to the door, continued to barricade himself in the unit and could be heard throwing things around the unit. At one point the tenant threatened to kill himself; and the police utilized a flash bomb to keep the tenant from jumping from the 3<sup>rd</sup> floor balcony.

Between 2 p.m. and approximately 7:30 p.m. the entire building was evacuated by the police. The 2 adjoining units were occupied by the police who used chainsaws to cut 2 holes into the tenant's unit. At one point during the negotiations between the tenant and police the tenant indicated that he had a firearm in his unit.

The landlord provided photographs of the rental unit which showed the damage caused by the forced entry. The tenant had thrown his belongings around the unit and the balcony window was broken. The tenant had thrown a chair and glass out of the window.

The other occupants of the building are now calling the landlord, expressing fear for their safety. The occupants of the 2 neighbouring units were significantly disturbed; one had to remain out of his home for 2 nights and the other couple had just moved into the building, but had planned to be away.

While this behaviour was out of character for the tenant, his failure to quietly cooperate and communicate with the police, combined with his repeated barricading of the door, have left the staff feeling less than secure when they are working on the property.

The landlord requested an immediate Order of possession.

## Analysis

In order to establish grounds to end the tenancy early, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the landlord and the 2 staff members, I find that the landlord has met that burden.

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In relation to sufficient cause, I find that the disturbances created by the tenant have significantly disturbed the other occupants of this multi-unit building. I also find that the landlord's staff members' right to work without fear for their safety has been negatively impacted.

The tenant barricaded his door on 2 occasions and rather than respond to the landlord's attempt to communicate, he chose to remain in the unit, cause damage to the property and made threats that he had a firearm. Residents were denied use of their homes for a period of up to 5.5 hours and are now fearful that further incidents could reoccur. I find that these events caused an unreasonable disturbance to both staff and the occupants of all of the other units in the building.

Secondly, 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 as the other residents and the staff have been exposed to behaviour that is disturbing and unreasonable, therefore; I find that the landlord is entitled to an immediate 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.

## Conclusion

The landlord has been granted an immediate Order of possession. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Dated: December 30, 2010.

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