



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the landlord for an order ending this tenancy. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on January 28, the tenant did not participate in the conference call hearing.

Issue to be Decided

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

Background and Evidence

The landlord testified that the rental unit is in a home in which he and one other tenant, V.H., also reside. The landlord testified that in September 2010 the tenant told his ex-girlfriend, N.R., that he would burn down the home. N.R. confirmed that the tenant had made this statement. The landlord further testified that in December 2010 the tenant repeated the threat at which time the landlord telephoned the police. When asked why he did not take steps to end the tenancy in December, the landlord testified that he felt sorry for the tenant and had hoped the tenant would change.

The landlord further testified that in September 2010 the tenant telephoned the police, refused to grant them entry and the door to the rental unit was kicked in and has still not been properly repaired.

The landlord and the tenant V.H. testified that the tenant does not pick up his dog's excrement from the yard and that he frequently bothers both the landlord and V.H. for cigarettes.

Analysis

In order to succeed in his claim, the landlord must prove not only that there are grounds to end the tenancy, but that it would be unreasonable or unfair to make the landlord wait for a one month notice to end tenancy to take effect. In this case, I am not sure that such unreasonableness or unfairness exists. The tenant's comments regarding burning down the home certainly gave cause for the landlord to be concerned, however it is clear that the landlord was not fearful for his life or his property. He made a conscious decision to continue with the tenancy throughout January and it was only at the end of the month, when he continued to experience other unpleasant behaviour, such as the tenant begging for cigarettes and failing to clean up after his dog that he determined that the tenancy could not continue.

I find that the landlord has failed to prove that this situation is so urgent that the tenancy should be ended without notice. The landlord is free to serve the tenant with a one month notice to end tenancy for cause.

Conclusion

The landlord's claim is dismissed.

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: February 07, 2011

Residential Tenancy Branch