



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

ET

Introduction

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant.

The landlord appeared and gave testimony that the tenant was served with the Notice of hearing on July 4, 2011 by posting it on the door. This is deemed to be served in three days under the Act. Despite being properly served, the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy without notice pursuant to section 56 of the Act?

Background and Evidence

The tenancy began on in December 2009 with rent set at \$850.00 and a security deposit of \$212.50.00 was paid. The unit is situated in a building that also contains the landlord's residence. Submitted into evidence by the landlord was a written chronology of incidents and a written witness testimony.

The landlord testified that the tenant's conduct has become a serious problem and escalating recently to the point that the landlord issued a One-Month Notice to End Tenancy for Cause. The landlord testified that the offensive behaviour included yelling, threatening the landlord and her family, name-calling, spitting at the landlord and physical violence by the tenant fighting with his friends and roommates. The landlord testified that they all fear for their personal safety and police have been repeatedly called. The landlord testified that it appears that the tenant has moved out as some of his possessions from the unit have been left outside and the unit is vacant. The landlord is seeking an Order of Possession without Notice under section 56, because the landlord contends the delay in enforcing a Notice for Cause would be unreasonable and unfair to the landlord.

Analysis

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and granting the landlord an order of possession in respect of the rental unit.

Before issuing an Order ending the Tenancy under section 56 a Dispute Resolution Officer must be satisfied under section 56(2) that both of the following has been proven:

a) the tenant or a person permitted on the residential property by the tenant has done any of the following including:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- engaged in illegal activity that: has caused or is likely to cause damage to the landlord's property, has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property,

and

(b) it would be unreasonable, or unfair to the landlord or other occupants, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

Based on the testimony of the landlord and the evidence, I find that this situation does satisfy the criteria specified in section 56(2)(a) of the Act. Because of the nature of the conduct in question, I find that the circumstances also meet the second threshold under 56(2)(b) and I find it would be unreasonable, or unfair to the landlord or other occupants of the residential property to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

Conclusion

I hereby order that this tenancy is ended and I grant the Landlord an Order of Possession. This decision is final and binding and the order must be served on the

Respondent and may be filed in the Supreme Court to be enforced as an order of that Court.

The landlord is entitled to retain \$50.00 to reimburse for the filing fee from the tenant's security deposit, the remainder of which should be administered according to section 38 of the Act.

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 12, 2011.

Residential Tenancy Branch