



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 parties were provided an opportunity to be heard and to respond to the written and evidence submitted by the landlord.

### Issue to be Determined

Has the landlord established the grounds to end this tenancy early pursuant to section 56 of the *Act*?

### Background and Evidence

This tenancy began in July 2010 for the monthly rent of \$900.00 and a security deposit of \$450.00.

The landlord testified that the tenant had repeatedly used foul language on other residents and there were incidents where the tenant engaged in conduct that appeared to be threatening or intrusive. The landlord testified that complaints had been received and provided a copy of a letter from one resident who objected to the tenant's confrontational behaviour and verbal abuse. The landlord testified that there was video footage of a recent incident in which the tenant, while in an intoxicated state, had tried to forcefully barge in on the occupant of another suite.

The tenant acknowledged using foul language, but explained that he and the person who lodged the written complaint had engaged in arguments and more than once she had used foul language too on occasion. The tenant also defended his alleged attempt to enter the other resident's suite. The tenant testified that that the door to the suite was open and the occupant in question was also intoxicated.

### Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month Notice to End Tenancy if there is evidence that: 1) the tenants have engaged in sufficiently disruptive conduct that violated the tenancy agreement or *Act* and; 2) it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy.

I find that the tenant has significantly breached the *Act* by acting in a manner that caused other tenants and the landlord to be disturbed and upset. Based on the evidence, I find that the landlord has established sufficient cause that could end this tenancy.

Next I have considered whether it would be unreasonable or unfair to the landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. I accept the landlord's testimony that the tenant's continued inappropriate behaviour has provided sufficient cause for others to feel fear for their own safety. Based on this conclusion, I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. Accordingly, I grant the landlord's application to end this tenancy early without Notice.

### Conclusion

I hereby grant the landlord an Order of Possession effective **two (2) days** after it is served upon the tenants. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I also Order that the landlord may recover the \$50.00 filing fee paid for this application by deducting this sum from the tenants' security deposit.

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 30, 2011.

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Residential Tenancy Branch