

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy. Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that one of the landlord's representatives handed him a copy of the landlord's dispute resolution hearing package on December 14, 2011. I am satisfied that the landlord has served this package in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to obtain an early end to this tenancy and an Order of Possession?

Background and Evidence

This periodic tenancy for a rental unit in a single room occupancy downtown hotel commenced on or about January 1, 2008. Monthly rent is set at \$440.00, payable on the first of each month. The landlord continues to hold the tenant's \$212.50 security deposit paid when this tenancy began.

The landlord has applied for an early end to this tenancy. In a written submission, the landlord's agent maintained that "the Respondent wilfully inflicted injury, with reckless disregard as to whether injury would ensue from the act that he committed against the key employee, LS of the ABC Hotel by punching the employee repeatedly without cause or provocation on December 9, 2011 at approximately 3:40 in the afternoon." The landlord's agent entered into written evidence a sworn Affidavit from Mr. S., the Assistant Manager of the ABC Hotel, in which he reviewed the incident of December 9, 2011. He noted that he enquired with the tenant as to why his room number had been removed from his door, a fire safety issue for this building. The Assistant Manager stated in his Affidavit that he told the tenant on December 9, 2011 that he had 24 hours to replace the room number or face a possible eviction. The Assistant Manager stated that "the Respondent then began to punch my face, arms and upper body, while yelling obscenities at me. The Respondent said that he would kill me if I came back to his room." The Assistant Manager stated that he then ran to his office and called the XYZ

Police who attended and advised him that they would be pursuing assault charges against the Respondent. The Assistant Manager noted that as a result of this assault he had been unable to work at the Hotel and was fearful of another confrontation with the Respondent.

The landlord's agent also provided written information regarding the tenant's removal of a security camera from the premises on December 10, 2011.

In his written submission, the landlord's agent cited the following provisions of section 56(2) of the *Act* as the reason for seeking an early end to this tenancy:

- the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; and
- the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Analysis

Section 56 of the *Act* provides the legislative authority for a landlord to apply for an order to end a tenancy early. This section of the *Act* enables the Director of the Residential Tenancy Branch to issue an Order of Possession ending a tenancy earlier than would be allowed under section 47 of the *Act*. This authority is delegated to me. Section 56(2) of the *Act* lists a number of situations where the tenant's actions can lead to approval of a landlord's application under section 56. Section 56 (3) of the *Act* provides that it is unnecessary for the landlord to give the tenant a notice to end the tenancy if an order is made under this section.

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties reached an agreement to settle their dispute on the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2012, by which time the tenant will have vacated the rental unit.
2. Both parties agreed that the landlord will place a landlord approved number on the tenant's door.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement by 1:00 p.m. on January 31, 2012. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 23, 2011

Residential Tenancy Branch