



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's agent and the landlord appeared and gave testimony that the tenant was served with the Notice of Hearing by posting it on the door on December 8, 2011. 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 pursuant to section 56 of the Act?

Background and Evidence

The tenancy began on December 1, 2011 with rent set at \$575.00 and a security deposit of \$287.50 was paid.

The landlord testified that the tenant made death threats and stated that he would burn the house down. Police intervened and the tenant is now incarcerated as far as the landlord knows. The landlord testified that the tenant's father informed them that he will be removing the tenant's furnishings to vacate the unit. The landlord is also in the process of obtaining a restraining order.

The landlord is seeking an immediate Order of Possession because the landlord contends the delay in enforcing a One-Month 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 without Notice, a Dispute Resolution Officer must first be satisfied under section 56(2) that both of the following has been proven:

a) the tenant has done any of the following:

- 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;

Or has 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 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

Accordingly, I hereby order that this tenancy is ended and I grant the Landlord an Order of Possession. This order must be served on the Respondent and may be filed in the Supreme Court and 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: December 14, 2011.

Residential Tenancy Branch