



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes ET, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant. The tenant's wife also called into the hearing but identified that she was not a tenant but would be providing testimony. I asked for her contact information and had her leave the call until such time as we needed to call her into the hearing. The need did not arise and I did not call the tenant's witness into the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy without providing the tenant notice; to a monetary order to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 56, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began in December 2010 as a month to month tenancy for a current monthly rent of \$435.00 due on the 1<sup>st</sup> of each month with a security deposit of \$217.00 paid.

The landlord's agent testified that the tenant attempted to enter a shared kitchen area that was occupied by a staff member and after a verbal argument the tenant assaulted the staff member. The agent further identified that police were called and charges were laid.

The tenant does not dispute the landlord wishing to end the tenancy and agrees with the issuance of an order of possession to the landlord. The landlord has offered to store the tenant's belongings until such time as he secures new accommodation and the landlord also offered to assist the tenant in finding new accommodation.

### Analysis

Section 56 of the *Act* allows a landlord to seek an order of possession if the landlord has cause to end a tenancy such as the tenant seriously jeopardizing the health or safety or a lawful right or interest of the landlord or other occupant and it would be unreasonable, or unfair to the landlord or other occupants of the property to wait for a 1 Month Notice to End Tenancy for Cause to take effect.

As the tenant does not dispute the landlord's testimony, I find the landlord has sufficient cause to end the tenancy and that it would be unfair to the landlord and other occupants to wait for a 1 Month Notice to take effect.

### Conclusion

I find the landlord is entitled to an order of possession effective **immediately after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit of \$217.00 held in satisfaction of this claim, leaving a balance of \$167.00 in the security deposit to be dealt with at the end of the tenancy in accordance with 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: February 17, 2012.

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Residential Tenancy Branch