



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 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.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on October 16, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

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 early and without notice, pursuant to Section 56 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on January 19, 2012 for a 1 year fixed term tenancy beginning on February 1, 2012 for a monthly rent of \$750.00 due on the 1st of each month.

The landlord submits that the tenant on September 21, 2012 broke her bedroom and balcony windows that she broke fire extinguisher boxes in the common areas and attempted to break down another rental unit door.

The landlord testified that on September 26, 2012 he issued the tenant a 1 Month Notice to End Tenancy for Cause with an effective date of October 31, 2012. The landlord provided a copy of the Notice citing the tenant or a person permitted on the residential property had significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant has engaged in illegal activity that has caused damage to the landlord's property and has jeopardized a lawful right or interest of another occupant or the landlord; and the tenant has caused extraordinary damage to the unit or property.

The landlord testified that after the tenant received the Notice from the agent the tenant broke the front door of the residential property and that while he did not see her do it he did hear it when it happened. The landlord also testified that the tenant has threatened other tenants and in fact has told the agent that she has hired someone to kill him as well.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - iii. Put the landlord's property at significant risk;
 - iv. Engaged in illegal activity that
 - a) Has caused or is likely to cause damage to the landlord's property,
 - b) 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
 - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - v. Caused extraordinary damage to the rental unit or residential property;
- b) And 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 to take effect.

I find, based on the landlord's undisputed testimony, the landlord has established sufficient cause to end the tenancy. I also find based on the continued threat and escalation of the tenant's threatening behaviours it would be unreasonable for the landlord to wait until a 1 Month Notice to End Tenancy to take effect.

Conclusion

I find the landlord is entitled to an order of possession effective **two days 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.

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: October 24, 2012.

Residential Tenancy Branch