



# 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 an order for an Early End of Tenancy and for an order of possession. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personally serving the tenants on June 27, 2013. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order for an Early End of Tenancy?

Is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on or about 22 years ago with one of the named tenants. The tenant then took on a roommate in 2010 and both have resided together in the unit since. Rent in the amount of \$700.00 is payable in advance on the first day of each month.

The landlord gave the following testimony:

The landlord stated that tenants had been using the electrical room to store their own personal items. The landlord stated that the fire department had attended and ordered that all items be removed from the electrical room as it was deemed to be a fire hazard. The landlords stated that he issued a letter to all tenants to remove their items within a week. The landlord received a letter back from the subject tenant cautioning the landlord not to touch his belongings. The landlord stated that he had followed up with the tenant and that he verbally agreed to remove his items by June 26, 2013. The landlord stated that he had decided to change the locks to the electrical room to terminate tenant access. The landlord along with a repairman attended the property on

June 27, 2013 at 10:00 a.m. The landlord stated that he began to empty the electrical room of its contents as it appeared to have had a water leak. After removing an air compressor the landlord stated that he stood up and was punched in the face by the tenant.

The landlord stated that the repairman witnessed the assault. The repairman stated that he saw the tenant hit the landlord. The repairman stated that he "hit him hard enough to knock his glasses and Bluetooth off". The repairman stated that the tenant yelled that he was going to complain to the city and that he knew his rights. The repairman stated that he did not observe any physical injury to the landlord. The repairman stated the landlord continued moving items out of the electrical room and then went back to his office.

### Analysis

It was explained in great detail the extremely high test that must be met to be successful in this application. In making an application for an early end to this tenancy the landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at risk, and by proving that it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month Notice To End Tenancy for Cause under Section 47 of the Act to take effect.

I asked the landlord if he knew if the tenants have moved out or if the tenant was formally charged. The landlord replied "it's been a really busy couple of weeks and haven't had time to find out". I did not find the landlord or the repairman's testimony credible or compelling. The repairman stated that after the alleged assault the landlord went back to his office to work. The landlord stated that he went to the Branch to file a claim and was able to serve the tenant by 1:45 p.m. that same day. The landlord said he was quite worried about his safety yet made no inquiries into the status of his assault and whether criminal charges were pending. In addition, the landlord did not provide the warning letter from the fire department, no description or evidence of physical injuries although he claimed to have some facial bruising. In addition, the landlord made no attempts to see whether the tenants still reside on the property even though his office is on the property and attends almost daily. Based on the above I'm not satisfied the landlord has provided sufficient evidence to prove his case and as a result dismiss the landlord's application.

The landlord made reference to unpaid rent as well as having ongoing issues with the subject tenants allowing “prostitutes and drug users” on the property. I assisted the landlord by explaining the different notices available for both types of issues and the remedy they can provide. The landlord indicated that he understood and would make further inquiries.

### Conclusion

The landlords’ application is dismissed. The tenancy continues.

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: July 09, 2013

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Residential Tenancy Branch

