



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This was an application by the landlord for an order ending the tenancy on a date earlier than the tenancy would end had a notice to end the tenancy for cause been given to the tenant, and for an Order for Possession. The hearing of the application for dispute resolution was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend, although she was served with the Application for Dispute Resolution and Notice of Hearing by posting it to the door of the rental unit on August 20, 2013.

Issue(s) to be Decided

Should there be an early end to the tenancy?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Surrey. The tenancy started in February 2013. There is not a written tenancy agreement. The monthly rent is \$700.00 and the tenant paid a \$350.00 security deposit at the commencement of the tenancy.

The landlord testified that because of the tenant's conduct he has applied for an early end of tenancy. The landlord said that the tenant has been repeatedly late paying rent and has failed to pay rent, but this is not the reason for seeking an early end to tenancy. The landlord testified that after he served the tenant with 10 day and one month Notices to End Tenancy, the tenant has threatened the landlord and the tenant and her boyfriend have threatened to physically harm the landlord and to burn down his house. The tenant smokes cigarettes and marijuana in and around the rental unit and both carelessly and deliberately discards her lit cigarettes in an unsafe manner in order to taunt and provoke the landlord. The landlord testified that the tenant has slandered him to his neighbours and acquaintances by spreading false and malicious statements

about him; she has referred to him as a “faggot” a child molester and an illegal drug user. The landlord testified that the tenant’s conduct has caused him to suffer great personal stress and discomfort. In addition to taking proceedings to end the tenancy, the landlord has found it necessary to hire a lawyer to take steps to protect his reputation and standing in the community and to compel the tenant to cease making defamatory statements about him.

Analysis and Conclusion

Section 56 (2) of the *Residential Tenancy Act* permits me to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord issued a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the rental property, or has seriously jeopardized the health or safety or the lawful right or interest of the landlord or another occupant, 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 [*landlord's notice: cause*] to take effect. Section 56 (3) of the *Act* provides that: If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

I find that the tenant’s threatening conduct and defamatory remarks about the landlord have significantly interfered with and unreasonably disturbed the landlord, who is also an occupant of the rental property. I find that the tenant’s conduct has put the landlord property at risk and jeopardizes the health and safety of other occupants. The tenant has acted to intimidate and threaten the landlord 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. Accordingly I order the tenancy to be at an end effective today, August 28, 2013 and I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and 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: August 28, 2013

Residential Tenancy Branch

