



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an application by the landlord for an order to end the tenancy early, an order of possession, and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by personal service on April 17, 2014. I find the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to an order ending the tenancy early?

### Background and Evidence

The landlord gave evidence that the tenancy started in October 2012, and the tenant paid a security deposit of \$400.00 at that time.

The landlord gave evidence that he served the tenant with a Notice to End Tenancy for Landlord's Use (the "Landlord's Use Notice") on April 2, 2014. The Landlord's Use Notice specifies an effective date, or move-out date, of June 30, 2014.

The landlord's evidence is that the relationship with the tenant deteriorated after he served the Landlord's Use Notice.

The landlord and his family live above the tenant. The landlord gave evidence that on April 16, 2014 at 5 a.m. the tenant started trying to kick the landlord's outside door in. The tenant yelled at the landlord to come out and fight with him and used profanities. The landlord's evidence is that the tenant then went into the rental unit and began

banging on the interior door that separates the two units. The tenant then went back outside and banged on the outside door again. The tenant continued to yell and make threats against the landlord. The landlord made a report to the police.

The landlord's evidence is that after the landlord left for work on April 16, 2014, the tenant turned off the electricity to the upstairs of the house from the circuit breaker which is located in his rental unit. The landlord provided a copy of an email he sent to the tenant that day asking the tenant to turn the breaker back on, and the tenant's email response which reads "Better get fucking used to it dick".

The landlord's evidence is that the tenant has engaged in other angry behaviour such as yelling profanities at him, hitting a ball repeatedly against the wall, and slamming the door. He says the tenant has also turned the heat up to 30 degrees in the rental unit and turned all the lights on.

The landlord gave evidence that he filed this Application later on April 16, 2014, and served it on the tenant personally on April 17, 2014.

The landlord's evidence is that he has started to leave later for work and come home earlier from work because his wife is frightened to be in the house because of the tenant's behaviour. The landlord's evidence is that his wife and young children are frightened and it would be unfair to require them to wait another month to end the tenancy by a Section 47 notice.

### Analysis

Section 56 of the 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.

I accept the landlord's evidence regarding the tenant's behaviour. Pursuant to Section 56, I find that the landlord has established on a balance of probabilities that the tenant has significantly interfered with or unreasonably disturbed the landlord. I find that the landlord has also established that it would be unreasonable or unfair to the landlord to wait for a notice to end tenancy under Section 47. The tenant's threatening behaviour toward the landlord on April 16, 2014 is an unreasonable disturbance and the impact of the tenant's behaviour on the landlord and the landlord's family is significant. For that

reason, it would be unreasonable or unfair to require the landlord to wait another month for an end to the tenancy.

I order that the tenancy ends as of today's date. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

The landlord is entitled to recover his RTB filing fee of \$50.00. The landlord may deduct the \$50.00 from the tenant's security deposit. The balance of the security deposit will be dealt with according to the provisions of Section 38.

### Conclusion

I order that the tenancy is at an end and I grant the landlord an order of possession. The landlord may retain \$50.00 from the tenant's security deposit.

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: April 30, 2014

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Residential Tenancy Branch

