



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 landlord attended the hearing. As the respondents did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution, Notice of Hearing and evidence were served by posting on the door of the rental premise, on July 22, 2014, which was witnessed by a third party.

Section 90 of the Act determines that a document served in this manner is deemed to have been served three days later. I find that the respondents have been duly served in accordance with Section 89(2) of the Act.

Preliminary matter

In this case, the landlord has listed several respondents as tenants in their application. However, I have reviewed the tenancy agreement and the only respondent listed as a tenant is JP. I find the respondents BU and TK are occupants and have no legal rights or obligation under the Act, or tenancy agreement. Therefore, I have amended the style of cause by removing BU and TK. This hearing proceeded against the tenant JP.

Issue to be Decided

Is the landlord entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

This tenancy commenced on November 1, 2013. Rent in the amount of \$1,000.00 is payable on the first of each month. The tenant paid a security deposit in the amount of \$500.00.

The landlord testified that on July 21, 2014, when she pulled into the driveway, the tenant tried to block her access and when her 13 year old daughter went up the stairs the tenant called her daughter a loser and showed her something which she could not see at the time, however, her daughter later told her that it was a knife.

The landlord testified that other family members have been threatened with violence and on July 21, 2014, the tenant also verbally threatened her brother in law that my family would end up in the hospital and during this threat the tenant pulled a weapon from his vehicle to intimidate her brother in law. Filed in evidence is a witness statement of HB, which support the landlord's testimony. The landlord stated she called the police about the July 21, 2014, incident and they spoke to the tenant.

The landlord stated that both her 13 year old daughter and her 7 year old son have been sworn at by the tenant or his guests. The landlord stated when the children are outside they have witness the tenant holding a knife, and stabbing the couch which is locate outside their rental unit, under the deck to intimate the children and make them fear for their safety. The landlord stated the children will no longer play outside.

The witness for the landlord testified that on July 21, 2014, he was at the landlord's property, when the tenant made racial comments towards them and called them other derogative names. The witness stated that the tenant threatened him that he was going to kick his butt and wanted to fight.

Filed in evidence are witness statements from GA and DA, which support that they have seen the tenant make threats of violence.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the Act allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be

unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, I am satisfied, based on the undisputed testimony and evidence provided by the landlord and their witness, that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, by blocking access and making threats of violence against them.

I also find the landlord has established, by their undisputed testimony, that the tenant's behaviour of threats and actions of violence that it would be unfair to the both the landlord and the other occupants of the residential property to wait for a 1 Month Notice to End Tenancy to take effect.

Therefore, I grant the landlord an order of possession effective **two (2) days** after it is served upon the tenant. This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court.

As the landlord has been successful with their application the landlord is entitled to recover the cost of filing from the tenant in the amount of \$50.00. I authorize the landlord to retain the amount of \$50.00 from the tenant's security deposit to satisfy this award.

Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted. The landlord is authorized to retain \$50.00 for 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: August 05, 2014

Residential Tenancy Branch

