



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: ET; FF

Introduction:

This is the Landlord's application for an early end to the tenancy and an Order of Possession; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing. The Tenant did not sign into the Hearing, which remained open for 45 minutes.

The Landlord's agent testified that on December 24, 2014, he mailed the Notice of Hearing Documents to the Tenant, by registered mail to the rental unit. The Landlord's agent provided the tracking number for the registered mail package.

Based on the affirmed testimony provided by the Landlord's agent, I am satisfied that the Tenant was duly served with the Notice of Hearing in accordance with the provisions of Section 89(1)(c) of the Act. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in his absence.

Issue to be Determined:

Should the tenancy end under the provisions of Section 56 of the Act?

Background and Evidence:

The Landlord's agent gave the following testimony:

This tenancy began on or about June 1, 2014. Monthly rent is \$675.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.

The Landlord, her son (the Landlord's agent), and his wife reside in the upper part of the rental property. The Tenant lives in one of two suites in the lower part of the rental unit.

The Landlord's agent provided other background and testimony during the Hearing which may be enough to end the tenancy under a One Month Notice, but not enough to end the tenancy under Section 56 of the Act, and therefore I have not recorded this testimony.

The Landlord's agent testified that the Tenant was behind in his rent for November, 2014. By December 18, 2014, the Tenant had not paid rent for the month of December, 2014. The Tenant called the Landlord on December 18, 2014, and told her that he did not have the unpaid rent for November, 2014, and that he might pay half of December's rent or none at all. The Landlord's agent had complained a number of times about the Tenant playing loud music between 7:00 p.m. and 5 a.m., which the Tenant did not like. He told the Landlord that he wanted her to evict her son and daughter-in-law.

After the Tenant ended the telephone call, he went outside and sat in his car in front of the rental property. When the Landlord's agent's wife returned home, the Tenant got out of his car and walked up to her. The Landlord's agent stated that he saw this and went outside to call to his wife. He stated that the Tenant shouted for the Landlord's agent to "come down here and be a man". The Tenant told the Landlord's son, "I'm going to kick the shit out of you and beat you up". He then backed up towards his car and said, "I'm going to get my buddies to kick the shit out of you and beat you up." The Landlord's agent called the police and reported a threat of assault. The police attended and told the Landlord's agent that they would pursue charges, but that would mean calling neighbours as witnesses. The Landlord's agent stated that the Landlord is a frail 77 year old woman, who is fearful of the Tenant because of his aggressive behaviour, and loud swearing. The Landlord wanted to avoid more stress and anxiety. The Landlord's agent testified that the police recommended that the Landlord evict the Tenant instead.

On December 19, 2014, the Landlord gave the Tenant a Notice to End Tenancy for Cause. The Landlord also filed an Application for an early end to tenancy on December 19, 2014.

The Landlord's agent stated that the Tenant's behaviour is becoming more aggressive. For example, the Tenant uses an axe to chop wood on the rental property. The Landlord's agent stated that the Tenant picks up and wields the axes in a menacing posture when he sees the Landlord's agent or his wife. He stated that the Tenant uses a large axe and two wood splitters, which are also large.

Analysis:

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 significant 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.

Based on the undisputed affirmed testimony of the Landlord's agent, I am satisfied that the Landlord has proven that there is cause to end the tenancy and that it would be unreasonable or unfair to the Landlord and other occupants at the rental property to wait for a one month Notice to End Tenancy for cause to take effect. I find that the Tenant has unreasonably disturbed the Landlord's agent by uttering threats to cause him harm.

Therefore, I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order upon the Tenant.**

The Landlord has been successful in her application and I find that she is entitled to recover the \$50.00 filing fee from the Tenant. Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct **\$50.00** from the security deposit.

Conclusion:

I hereby provide the Landlord with an Order of Possession **effective two days from service of the Order upon the Tenant.** This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct **\$50.00** from the security deposit in recovery of the filing fee.

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: January 06, 2015

Residential Tenancy Branch

