



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *ET, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the filing fee.

The landlord testified that he served the tenant with the notice of hearing, the application for dispute resolution and the evidence package on March 25, 2015 by registered mail. The landlord filed a copy of the tracking slip. The tenant did not participate in the conference call hearing. I found that the tenant had been served with notice of the landlord's claim and the hearing proceeded in the tenant's absence.

Issues to be Decided

Is the landlord entitled to end the tenancy early? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on November 27, 2013. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$375.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$300.00.

The landlord testified that from the start of tenancy, the tenant set off the smoke alarm on three different occasions and was reluctant to allow the fire department to inspect the unit. On January 31, 2015, the tenant assaulted another occupant of the building with a wooden stick. The police were called and the tenant was arrested. The landlord testified that the police officer informed him that the tenant was ordered not to return to the building. The landlord stated that the tenant has not returned since January 31, 2015.

Analysis

Based on the above facts and in the absence of any contradictory evidence, I am satisfied that the tenants' behaviour and activities have seriously jeopardized the safety and security of the other occupants of the building. In the circumstances it would be unreasonable and unfair to require the landlord to wait for a notice to end the tenancy under s. 47 to take effect and therefore I find that the landlord is entitled to an order for possession.

A formal order has been issued and may be filed in the Supreme Court and enforced as an order of that Court. I further allow the landlord to retain \$50.00 from the security deposit towards the recovery of the filing fee paid.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. The landlord may retain \$50.00 from the 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 09, 2015

Residential Tenancy Branch

