



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 he was personally served with the application and Notice of Hearing on March 25, 2016 by a police officer who attended at the rental unit for the purpose of serving documents.

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 began October 1, 2015. There is no written tenancy agreement. The landlord said the tenant refused to sign an agreement. The monthly rent is \$500.00 and the tenant paid a security deposit of \$250.00 at the start of the tenancy. The landlord testified that the tenant misrepresented himself when the tenancy began. The tenant said he was a quiet, religious family man and a non-smoker when in fact he smokes tobacco and marijuana, uses alcohol and is violent and involved in criminal activities.

The landlord testified that because of the tenant's conduct he has applied for an early end of tenancy. The tenant has threatened to kill the landlord when he has asked the tenant to pay rent when it was due. The tenant smokes marijuana inside the rental unit and he habitually sprays a noxious form of perfume in and around the rental unit. The landlord and his family have been threatened by the tenant and they are afraid of him. The police have attended at the rental unit and arrested the tenant due to his threats, but he has been released and he has returned to the rental unit. The tenant has punched a hole in the wall and threatened to set the house on fire.

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 matters raised by the landlord, including the tenant's repeated threats of violence and his disturbing and unreasonable behaviour are so serious that the landlord and his family have justifiable reasons to feel threatened and to fear the tenant. The tenant has threatened to set the house on fire; I find that by his conduct and threats the tenant has put the landlord's property at risk and jeopardized the health and safety of other occupants including the landlord and his family.

The evidence of the landlord has satisfied me that the tenant has significantly interfered with or unreasonably disturbed the other occupants 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, April 15, 2015 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: April 15, 2016

Residential Tenancy Branch