



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ET

Introduction

This hearing dealt with an application by the landlord seeking to end this tenancy early pursuant to section 56 of the *Act*.

The landlord provided affirmed testimony that on November 25, 2015 copies of the application for dispute resolution and notice of hearing and evidence were taped to the tenants' door. Service took place at approximately 2:30 p.m. with the landlords' manager present as a witness.

These documents are deemed to have been served effective November 28, 2016, in accordance with section 89 and 90 of the *Act*.

The tenant did not appear at the hearing.

Issue to be Determined

Has the landlord established grounds to end this tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

The tenancy commenced on July 1, 2013. Rent is due on the first day of each month. The landlord is holding a security deposit in the sum of \$225.00.

On November 23, 2016 the landlord went to the tenants' door to speak to the tenant. The tenant allowed the landlord to enter the rental unit. The landlord presented the tenant with a notice that indicated the tenant had received a copy of a monetary order issued by an arbitrator with the Residential Tenancy Branch. The tenant owed rent and hydro. The note informed the tenant he had two days to pay.

The tenant told the landlord he was not going to pay, that he would remain in the unit for three months and that the landlord would “not get a cent.” When asked why he was doing this the tenant said, “because you are an idiot.”

The tenant then jumped out of his chair and grabbed a wine bottle and swung it at the landlord, and yelled that he should get out. The tenant pushed the landlord toward the door, yelling. The tenant then picked up a claw hammer and swung it at the landlord. When the landlord was backing out of the door the tenant slammed the door on the landlords’ arm. While still backing up the tenant then picked up a stick that had a knife taped to the end and gestured toward the landlord.

Another tenant was coming down the hallway as he had heard yelling. That person is not willing to testify; he is afraid of the tenant.

The landlord went directly to the police detachment. The tenant has been charged with assault and is on a recognizance to have no contact with the landlord.

Analysis

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. The landlord must provide that the tenant has breached his obligations under section 56 of the *Act* and that it would be unreasonable or unfair to wait for the effective date of a one month Notice to end tenancy for cause to take effect.

Section 56 of the *Act* provides:

Application for order ending tenancy early

- 56** (1) *A landlord may make an application for dispute resolution to request an order*
- (a) 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*
 - (b) granting the landlord an order of possession in respect of the rental unit.*
- (2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,*
- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:*
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*

- (iii) put the landlord's property at significant risk;*
 - (iv) engaged in illegal activity that*
 - (A) has caused or is likely to cause damage to the landlord's property,*
 - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) caused extraordinary damage to the residential property, and*
 - (b) 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.*
- (3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.*

From the evidence before me, in the absence of the tenant opposing the submissions I find that the landlord has provided ample proof that the tenancy should end pursuant to section 56(2)(a)(ii) of the Act. A tenant is not entitled to make any threat, particularly of the kind described by the landlord. I find that the events that occurred on November 23, 2016 support the landlords' submission that the tenant adversely affected the health, safety or lawful right of the landlord.

Based on these conclusions I find it would be unreasonable to wait for a one month Notice to end tenancy to take effect. The landlord has the right to attend at his property, but is now faced with the possibility of facing a tenant who has made serious threats and who is prohibited from contacting the landlord.

Therefore, I grant the landlord's application to end this tenancy early.

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 paid a \$100.00 filing fee I find that the landlord has the right, pursuant to section 72 of the Act, to reduce the value of the security deposit to \$125.00 plus any accrued interest.

Conclusion

The landlord is entitled to an order of possession.

The landlord is entitled to filing fee costs if he chooses to deduct the cost from the security deposit.

This decision is final and binding and 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: December 19, 2016

Residential Tenancy Branch