



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on May 15, 2018 (the "Application"). The Landlord applied for an order of possession and for recovery of the filing fee, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Application package was served on the Tenant by posting a copy to the door of the rental unit on May 24, 2018, and by registered mail on May 25, 2018. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recovery the filing fee paid to make the Application?

Background and Evidence

The Landlord testified the tenancy began on or about September 1, 2017. Rent is due in the amount of \$800.00 per month. The Tenants paid a security deposit of \$400.00, which the Landlord holds.

The Landlord wishes to end the tenancy. The Landlord testified there are a number of reasons for wishing to do so. Specifically, the Landlord testified the Tenants have not paid rent for four months, smoke in the rental unit, and that a bad smell is emanating from the rental unit. More significantly, the Landlord testified that the Tenants threatened to burn the Landlord's house down if the Landlord did not accept the amount of rent being offered by the Tenants. The Landlord testified she is fearful because her husband works on the road and she is frequently at home alone with her 11-year-old son.

The Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. This provision states:

- (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...*

- (a) *the tenant or a person permitted on the residential property by the tenant had 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 landlords 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.*

[Reproduced as written.]

In this case, the Landlord's unchallenged testimony stated that the Tenants threatened to burn the Landlord's house down during a discussion about the payment of rent. It goes without saying that this is not acceptable behaviour. Accordingly, I find the Tenants have significantly interfered with or unreasonably disturbed the Landlord, and that the Tenants' threat seriously jeopardized the health or safety or a lawful right or interest of the Landlord. Further, I find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the Act.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenants. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenants. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: June 22, 2018

Residential Tenancy Branch