



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      ET, FF

### **Introduction**

This hearing was convened to address an application by the landlord for an order ending this tenancy early and for a monetary order for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing package on June 14, 2018, in person. Despite having been served with the application for dispute resolution and notice of hearing, 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 in accordance with sections 88 and 89 of the *Act* and the hearing proceeded in the tenant's absence.

The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent attended and assisted the landlord as an interpreter.

### **Issue to be Decided**

Is the landlord entitled to an order ending this tenancy early? Is the landlord entitled to recover the filing fee?

### **Background and Evidence**

The landlord's undisputed evidence is as follows:

The tenancy began on December 01, 2017. The monthly rent is \$750.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$200.00.

The landlord stated that the one bedroom basement unit is located in a house that is in close proximity of his own residence and that the two houses share a common yard. The rental unit was originally rented to the tenant's mother but about one month into the tenancy she moved out and allowed her son to move in, without informing the landlord. The current tenant paid rent but stopped paying in March 2018.

The landlord testified that the tenant is an alcoholic and engages in behaviour that is threatening and verbally abusive. The landlord stated that on April 15, 2018, his spouse visited the rental unit along with their five year old child, to collect rent. The tenant was intoxicated and started shouting obscenities. The tenant had a glass bottle in his hand which he threw at the child. The female landlord returned without collecting rent. The police were called but did not take any further action.

The landlord stated that the tenant is verbally abusive towards him, his family and the other tenants that reside in the landlord's basement. The landlord testified that he is not comfortable allowing his child to play in the yard for fear of harm to the child that may result from the tenant's erratic behavior. The landlord approached the tenant's mother and family members to report the bottle throwing incident and to ask for help. The tenant's family requested the landlord not to take any action against the tenant and they promised to take care of the situation by removing the tenant.

The landlord waited for approximately three weeks and found that the tenant's family did not intend to make good on their promise to relocate the tenant. The landlord made this application to end the tenancy early to safeguard the members of his family and his other tenants.

The landlord filed a photograph of a kicked in front door of the rental unit and stated that the tenant got violent when he was under the influence of alcohol.

### **Analysis**

I accept the landlord's undisputed evidence and I find that the tenant has caused an extreme disturbance and created an environment which is destructive to the residential property and is dangerous for the landlord, his family and the other occupants of the landlord's residence and the rental property. I find that it would be unfair to make the landlord wait for a one month notice to end tenancy to take effect and I find that the landlord is entitled to an order of possession ending the tenancy early.

I grant the landlord an order of possession effective two days after service on the tenant. If the tenant fails to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

Since the landlord has proven his case, I award him the recovery of the filing fee of \$100.00. The landlord may retain \$100.00 from the security deposit.

**Conclusion**

The landlord is granted an order of possession **effective two days after service** on the tenant.

The landlord may retain \$100.00 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: July 10, 2018

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Residential Tenancy Branch