



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

On October 2, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing.

The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that the Tenant was served the Notice of Dispute Resolution Proceeding documents in person on October 3, 2018 at the rental unit. The Landlord had his wife serve the documents while he witnessed and observed from a short distance away.

I find that the Tenant was served with the Notice of Hearing in accordance with the Act, and failed to attend in the hearing.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Background

The Landlord testified that the tenancy began on approximately four years ago. The Tenant pays monthly rent in the amount of 750.00.

The Landlord testified that there have been problems with the Tenant making unreasonable noise at the rental property and the Tenant has received warnings about the noise from the Landlord.

The Landlord testified that on September 24, 2018, the Tenant was having a loud party. The Landlord attended the rental unit at 2:00 am and knocked on the door and requested that the Tenant quiet down. The Landlord testified that the Tenant’s son

answered the door and became violent by repeatedly striking the Landlord in the face with his fists. The Landlord testified that the Tenant's son does not live in the rental unit.

The Landlord testified that he staggered home and called the police. The Landlord testified that the Tenant's son left the rental unit before the police arrived.

The Landlord testified that he suffered facial injuries. The Landlord provided photographs on the injuries he sustained. The Landlord testified that he did not strike the Tenant's son.

The Landlord is seeking to end the tenancy because the Tenant's guest seriously jeopardized the health or safety or a lawful right or interest of the landlord.

### Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order 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 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by the Tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property,
- 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
- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

- caused extraordinary damage to the residential property, **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.

An application for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

I find that the Landlord was served with the the Notice of Dispute Resolution Proceeding documents in person at the rental unit and failed to attend the hearing.

I find that the Tenant's guest physically assaulted the Landlord by repeatedly striking him on the face. I find that the Tenant is responsible for the actions of any guest that is permitted on the property.

I find that the Tenant's guest seriously jeopardized the health or safety of the Landlord. Based on the seriousness of the assault, I find that it would be unreasonable and unfair to the Landlord to wait for a notice to end the tenancy under section 47 to take effect.

I grant the Landlord an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order that the Landlord can retain \$100.00 from the Tenants security deposit in satisfaction of the application fee.

### Conclusion

The Tenants guest seriously jeopardized the health or safety of the Landlord. The Landlord's application to end the tenancy and for an order of possession for the rental unit is granted.

I grant the Landlord an order of possession effective two (2) 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: October 25, 2018

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Residential Tenancy Branch