



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIGHTHEART REAL ESTATE HOLDINGS CORPORATION, EDWARD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This is the Landlords' Application for Dispute Resolution, seeking orders to end the tenancy early and be granted an order of possession.

The landlords attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on September 15, 2018, a Canada post tracking number was provided as evidence of service (the tracking number has been noted on the covering page of this decision). The Canada post tracking history shows the tenant signed for the package on October 3, 2018.

I find that the tenant has been duly served in accordance with the Act.

The landlord's agent and the landlord appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form.

Issue to be Decided

Is the landlord entitled to end tenancy early and obtain an order of possession?

Background and Evidence

The tenancy began on January 1, 2012. Current rent in the amount of \$793.00 was payable on the first of each month. A security deposit of \$375.00 was paid by the tenant.

The landlord's agent testified that they were helping the tenant get their rental unit prepared for a scheduled bedbug treatment in June 2018. The agent stated that they were taking pictures of the rental unit for their employer when the tenant grab them from behind and throw them on the floor causing bruises to their body and attempted to take the camera. The agent stated they contacted the police.

The landlord's agent testified that this was the third time that they have been attacked by the tenant during their tenancy; however, did not end the tenancy due to the tenant's health concerns. The agent stated that they can no longer consider the tenant's health concerns as they are at serious risk.

The landlord's agent testified that the tenant on August 27, 2018, brought a can a gasoline into the building and it was spilt down the hallway and in their rental unit. The agent stated that the police and fire department were both on the premises monitoring the situation. The agent stated that the tenant's action of bringing in the gasoline and spilling throughout the building seriously jeopardized the health and safety of the occupants of the building and put the property a significant risk.

The landlord's agent testified that this was the second time the tenant has brought gasoline into the building, which the tenant was told by the fire department at the previous incident, not to do so. The agent stated there is no reason why the tenant should have gasoline into the building.

The landlord's agent testified that as a result of the assault on them and the gasoline incident they believe the tenancy should end earlier as it would be unfair to the other occupants of the building and the landlord.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

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 if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, I accept the undisputed testimony of the landlord's agent that the tenant physically assaulted them when helping to prepare the rental unit for bedbug treatment.

Whether the tenant was upset that the landlord's agent was taking pictures of the rental unit, did not give the tenant the right to assault the landlord's agent. I find any act of violence in a tenancy is sufficient to end the tenancy. I find the tenant has seriously jeopardized the physical well-being of the landlord's agent.

Further, I find the tenant's action of bring gasoline into the building and carelessly spilling it in the hallway and in their rental unit, causing the police and fire department to attend, seriously jeopardized the security, safety and well-being of the other occupants and the landlord.

I have also considered whether it would be unreasonable or unfair to the landlord to wait for a one month notice to end tenancy to take effect. I find it would be unreasonable to allow the tenancy to continue based on the evidence provide. I grant the landlords' application to end this tenancy early.

Therefore, 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.

Conclusion

The landlords' application to end this tenancy early pursuant to section 56 of the *Act* is granted. The landlords are granted an order of possession.

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 17, 2018

Residential Tenancy Branch