



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on February 7, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- An early termination to tenancy and order of possession.

The Landlord's agent, M.B., as well as the Tenant attended the hearing at the appointed date and time, and provided affirmed testimony.

M.B. testified the Application package and documentary evidence were served on the Tenant in person on February 11, 2019. The Tenant confirmed receipt. The Tenant confirmed that he did not submit any documentary evidence in preparation of this hearing. In the absence of evidence to the contrary, and pursuant to section 88 and 89 of the *Act*, I find the Application package and documentary evidence were sufficiently served for the purposes of the *Act*.

The parties were 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.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession, pursuant to Section 56 of the *Act*?

Background and Evidence

The parties agreed to the following; the tenancy began on September 11, 2014. Currently, rent in the amount of \$440.00 is due to the Landlord on the first day of each month. A security deposit in the amount of \$215.00 was paid to the Landlord. The Landlord submitted a copy of the tenancy agreement in support.

M.B. testified that the Landlord is seeking an order of possession in relation to an assault which took place on February 7, 2019. The Landlord submitted a detailed incident report which outlines that on February 7, 2019 the Tenant approached the Landlord in an aggressive manner, yelling and screaming about the caution notice he had received on February 6, 2019. According to the incident report, the Tenant proceeded to punch the Landlord in the lip with his left fist. The Landlord subsequently took the Tenant to the floor and called for help. A witness arrived and the Tenant was let back up before the Landlord contacted the Police. Once again, the Tenant punched the Landlord in the mouth which was observed by witness J.R., who signed the Incident Report in support.

M.B. testified that the Police attended, however, the Landlord chose not to charge the Tenant with assault, however, is seeking to end the tenancy early on the basis that the Tenant has significantly interfered with or unreasonably disturbed the Landlord of the residential property; and seriously jeopardized the health or safety or a lawful right or interest of the Landlord.

In response, the Tenant denied that the assault took place and stated that the Landlord was the aggressor who put his hands around the Tenant's neck and took the Tenant to the ground. The Tenant indicated that the Landlord doesn't like the Tenant and that this is a way to get rid of him.

Analysis

Based on the affirmed oral testimony, documentary 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*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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.*

In this case, the Landlord's incident report which was signed by witness J.R. and submitted into evidence indicated that the Tenant had assaulted the Landlord by punching him twice in the mouth. The Tenant stated that he denies assaulting the Landlord, however provided insufficient evidence in support. As a result, I find on a

balance of probabilities that the Tenant has significantly interfered with or unreasonably disturbed the Landlord, and has jeopardized 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 Tenant.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession should be served as soon as possible and 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: March 18, 2019

Residential Tenancy Branch