



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, OPR, MNR, FFL

### Introduction

On November 26, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession of the rental unit and a monetary order for unpaid rent.

On December 12, 2019, the Landlord submitted an Application for Dispute Resolution under the Act seeking 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 he served the Tenant with the Notice of Dispute Resolution Proceeding in person on December 14, 2019, at the dispute address. Based on the affirmed testimony of the Landlord, I find that the Tenant was served with the Notice of Hearing in accordance with section 89 of the Act and failed to attend 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.

### Preliminary and Procedural Matters

The Landlord submitted two applications for dispute resolution. The Landlord applied for an expedited hearing seeking an early end of tenancy and an order of possession for the rental unit. Expedited hearings may not be combined with other claims. The Landlord was asked to choose which application he wished to proceed with. The

Landlord asked to proceed with the application for an early end of tenancy and an order of possession for the rental unit.

The Landlord's other application for an order of possession of the rental unit based on issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is dismissed with leave to reapply.

### Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy early?

### Background

The Landlord testified that the tenancy began on November 28, 2018, on a month to month basis. The Landlord testified that rent in the amount of \$900.00 is due by the first day of each month. The Landlord testified that the Tenant paid a security deposit of \$450.00.

The Landlord testified that at 1530 hours on December 8, 2019, he was performing an inspection of the rental unit when the Tenant became upset and assaulted him. The Landlord testified that as he entered the kitchen the Tenant screamed at him and pushed him backwards causing him to fall against a door.

The Tenant testified that he immediately left the rental unit and called the police who attended the rental property and arrested the Tenant for assault.

The Tenant testified that he suffered a scrape on his back, and he attended a doctor about his injury.

The Landlord testified that later that evening the Tenant's son was on the property and he was encouraging his mother to strike the Landlord with a baseball bat. The Landlord testified that he fears the Tenant, or her son will do something further to him.

The Landlord provided documentary evidence of a court document which indicates the Tenant was charged with assault for an incident that occurred on December 8, 2019.

### 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.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Landlord has provided sufficient evidence that the Tenant assaulted the Landlord on the rental property. I find that assault is a very serious matter and it would be unreasonable for the Landlord to wait for a notice to end the tenancy under section 47 to take effect.

I find that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord. Therefore, I am ordering that the tenancy is ending.

I find that the Landlord is entitled to an order of possession, effective two (2) days after service on the Tenant pursuant to section 56 of the Act. 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 Tenant's security deposit in satisfaction of the application fee.

### Conclusion

The Tenant assaulted the Landlord. I find that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord. The tenancy is ending.

The Landlord is granted an order of possession effective after two (2) days after service on the Tenant.

The Landlord can retain \$100.00 from the Tenants security deposit in satisfaction of the application fee.

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: January 02, 2020

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Residential Tenancy Branch