



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 23, 2020 wherein the Landlord sought an early end to the tenancy as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 11:00 a.m. on October 16, 2020. Only the Landlord's legal counsel, Property Manager, and Assistant Property Manager called into the hearing. The Property Manager gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:11 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's representatives and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that on September 26, 2020 he attempted to personally serve the Tenant however she would not answer the door. When the Tenant refused to come to the door, he posted the Notice of Hearing, the Application and all evidence in support of the Application to the rental unit door. Section 90 of the *Residential Tenancy Act* provides that documents served by posting to the door are deemed served three days later; accordingly, I find the Tenant was duly served as of September 29, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy?
2. Should the Landlord recover the filing fee?

Background and Evidence

In support of the claim the Property Manager testified as follows. He confirmed that this tenancy began November 1, 2019. Monthly rent is \$1,000.00.

The circumstances giving rise to the Landlord's request relate to an incident which occurred on September 17, 2020. Documentary evidence submitted by the Landlord indicates that on that date, the Property manager, M.L., was assaulted by the Tenant when he attended the rental unit to check on the dryer. The Landlord provided a statement from the Property Manager, as well as a witness.

The Property Manager also testified before me that the Tenant pushed him down a flight of stairs. He further confirmed that he prepared the document which was filed in evidence detailing the incident and testified the contents to be true. The Property Manager also testified that he attended the emergency room on that date; a copy of the "Emergency Room Consultation" was provided in evidence and which indicate the Property Manager injured his shoulder and wrist and may have hit his head on the wall when he was pushed by the Tenant. The Property Manager confirmed that following his attendance at the emergency room, he then went to see his family doctor and is now attending regular physical therapy.

The Property Manager stated that he continues to work at the property and the Tenant continues to be difficult. As he does not feel safe, he has an additional person come with him when he attends the property.

Analysis

Section 56 of the *Act* provides that a tenancy may be ended early if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;
- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord's property at significant risk;
- engaged in illegal activity that
 - has damaged or is likely to damage the Landlord's property,
 - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
 - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

and it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

In this case, I accept the Landlord's undisputed testimony that the Tenant assaulted the Property Manager by pushing him down a flight of stairs. In doing so, I find the Tenant has seriously jeopardized the health or safety or lawful right or interest of the Landlord and the Landlord's Property manager. Violence of this sort is unacceptable in a residential tenancy and I am satisfied this tenancy must end.

I also accept the Property Manager's Landlord's testimony that he is fearful of the Tenant. In all the circumstances I find that it would be unreasonable for the Landlord to wait for a one month notice to end tenancy for cause to take effect.

I therefore grant the Landlord's request for an early end to tenancy. In furtherance of this I grant the Landlord an Order of Possession effective immediately. This Order must be served on the Tenant and may be enforced in the B.C. Supreme Court.

Conclusion

The Landlord's request for an early end to tenancy is granted. The Landlord is granted an Order of Possession effectively immediately upon service on the Tenant.

The Landlord may retain \$100.00 from the Tenant's security deposit as recovery of the filing 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: October 16, 2020

Residential Tenancy Branch