



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Parkview Towers  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an application by the landlord for an order to End the Tenancy Early and obtain an order of possession. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on May 7, 2014. The landlord orally provided the tracking number. Upon viewing the postal website it stated "We were unable to find any results" at the time of checking. I have no reason not to accept the landlords affirmed evidence. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

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

### Background and Evidence

The landlord gave the following undisputed testimony:

The tenancy began on or about August 1, 2012. Rent in the amount of \$1340.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$660.00. The landlord stated that the tenant has been a problem since moving into the complex. The landlord stated that initially the issues related to the tenant were more of a nuisance in

nature but has continually escalated throughout the tenancy. The landlord stated that the tenant has been given over a dozen warning letters with no change in behaviour. The landlord stated that private security and police have spoken to him and cautioned him about his behaviour over ten times. The landlord stated that the tenant is now threatening employees of the complex, management, caretakers and other residents. The landlord stated that the tenant attacked a female resident in the complex weight room without provocation. The landlord stated that she has received numerous verbal and written complaints from other tenants. The landlord stated many tenants are afraid of their safety as the subject tenants' demeanour has become more violent and erratic.

### Analysis

In making an application for an early end to this tenancy the landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlords property at risk, **and** by proving that it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month Notice To End Tenancy for Cause under Section 47 of the Act to take effect.

It is apparent from the testimony of the landlord that there are issues between the tenant and the landlord. Section 56 of the Act uses language which is strongly written and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk or that it's **unfair** to the landlord or other occupants to wait for a Notice to End Tenancy.

Based on all of the documentary, testimonial and digital evidence provided by the landlord I am satisfied that the tenant has seriously jeopardized the health and safety of the landlord and the other occupants of the building and it would be unreasonable and unfair to the landlord or other occupants to wait for a notice to end tenancy under

Section 47. The landlord is entitled to an early end of tenancy and an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to retain \$50.00 from the security deposit for the recovery of the filing fee.

### Conclusion

The landlord is 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: June 03, 2014

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Residential Tenancy Branch

