

Decision

Dispute Codes: ET, FF

Introduction

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant. The landlord testified that the Notice of Hearing and the hearing package was served on the tenant by registered mail sent on September 5, 2008. Although deemed service of the Application for Dispute Resolution occurred on September 10, 2008, the Tenant did not appear.

The landlord provided proof of service and proceeded to give affirmed testimony during the proceedings relying on submitted evidence in support of the landlord's application.

Issue(s) to be Decided

The landlord is seeking an Order of Possession based on section 56(1) of the *Residential Tenancy Act*, (the *Act*), which permits the landlord to end a tenancy without notice to a tenant in certain restricted and compelling circumstances. In making a determination on this matter, the following issue must be to be decided based on the testimony and the evidence presented during the proceedings:

- Has the landlord established sufficient proof that the criteria contained in section 56(2) of the Act has been met to justify ending the tenancy and entitle the Landlord to be granted an Order of Possession under the *Residential Tenancy Act*, (the *Act*).

Background and Evidence

The landlord had submitted into evidence a copy of a letter from the landlord/organization setting out the details of incidents which required police attendance and caused serious disruption to the landlord and other tenant's and

also alleged that the tenant caused and has vowed to continue to perpetrate willful damage on the suite. Also submitted into evidence were copies of incident reports, as well as numerous photographs that show extreme damage to the suite including smashed windows, removed and crushed drywall and numerous graffiti tags. Late evidence was received consisting of written testimony from other residents in the complex. The landlord testified that this evidence was duly served on the other party, mailed by registered mail on September 5, 2008.

The landlord testified that there were continuing problems with the Tenant and her son and that in June 2008 the tenant and landlord had signed a mutual agreement to end the tenancy effective August 31, 2008. However, the tenant failed to vacate and evidently up to fifteen youth have taken up lodging in the suite. An incident that involved police forcibly entering the suite by kicking in the door occurred. The Landlord testified that they are not sure whether or not the original tenant is currently still living there. However, the disruptive conduct from unidentified groups of occupants has escalated to the point where other residents are living in a climate of fear. Moreover, the vandalism to the suite and the building has increased and the need for police presence has also increased. The Landlord testified that although a hearing has been scheduled for September 30, 2008, it would be unreasonable and unfair to the Landlord and other residents in the complex to maintain this tenancy and wait for a One-Month Notice for Cause under section 47 to take effect as it would place the landlord's property at serious risk and expose other occupants of the complex to possible harm. On this basis, the landlord contends that an immediate end to the tenancy is warranted under the Act.

Analysis

The Act provides that a landlord is entitled to end a tenancy without notice to the tenant in situations where the tenant has:

- 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, or is likely to damage the landlord's property, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, jeopardize a lawful right or interest of another occupant or the landlord or cause extraordinary damage to the residential property

And provided that the landlord also proves that 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.

Based on the testimony and evidence put forward by the landlord during these proceedings, I find as a fact that the landlord's property has been subjected to extraordinary damage inflicted by the tenant. I also find that the landlord has been exposed to the potential of serious liability and the other residents are at risk. It is evident that this situation must be addressed in an urgent manner without further delay. I am satisfied that it would be unreasonable and unfair to the Landlord to wait for a notice under section 47 to take effect. I find without any doubt that the Landlord has successfully met all of the criteria under section 56(1) that would warrant an immediate end to the tenancy.

Conclusion

Accordingly, I hereby order that this tenancy is ended and grant the Landlord an Order of Possession effective immediately. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to be reimbursed for the \$50.00 fee paid by the landlord for this application and order that this amount be retained from the security deposit being held on behalf of the tenant, the remainder of which should be handled in compliance with section 38 of the Act.

September 15, 2008
