



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: ET

Introduction

This application was brought by landlord seeking an Order of Possession under section 56 of the *Act*. This section permits such applications in situations where it would be unreasonable for the landlord to wait for an order under section 47 of the *Act* which requires notice of a minimum of 30 days and a subsequent longer wait for hearing date.

In this instance, the landlord had served notice for cause, set for hearing on May 4, 2009 on the tenant's application to have it set aside. The landlord made this subsequent application under section 56 of the *Act* out of concern a person permitted on the property by the tenant unreasonably disturbed other occupants and put the landlord's property at significant risks.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to an Order of Possession under the more stringent requirements of section 56 of the *Act* and, if so, the effective date of such order.

Background and Evidence

This tenancy began May 1, 2008. Rent is \$850 per month and the landlord holds a security deposit of \$425 paid on April 20, 2008.

During the hearing, the landlord stated that the rental agreement permitted occupancy by the tenant and her daughter. However, shortly after the tenancy began, he said the tenant's boyfriend moved in and/or began frequenting the rental unit with great regularity.

During the tenancy, the landlord held that the tenant's boyfriend:

1. Kicked in the front screen door breaking the window;
2. Broke another window;
3. Possibly broke the back door (though the tenant states that resulted from a break and enter by persons unknown);
4. Had several loud fights with the tenant resulting in police calls;
5. After an argument, following which the tenant left, plugged the sink, turned on the water and left, resulting in approximately \$13,000 damage including to a downstairs unit;
6. Was the cause of a neighbouring tenant, who lived there for over nine years, leaving their tenancy and uttered threat to those tenants;
7. Smoked and drank heavily in the rental unit raising a concern over fire.

The tenant stated she did not want the boyfriend, the father of her daughter, on the property and had been unable to obtain a restraining order. When pressed, she acknowledged that she had not and would not call police. She stated that her daughter had moved out to reduce the probability that the boyfriend would return. However, it was noted that even after receiving Notice of the Hearing, he had been at the rental unit two days before the hearing.

The landlord stated that the police had told him that there was little they could do as, when called to the property, they were told by the tenant that her boyfriend was an invited guest. He said he had waited to file as he had hoped the tenant's repeated assurances that there would be no further problems would materialize.

Analysis

I find on the basis of the evidence that the landlord has reason to be concerned that the tenant or a person permitted on the property by her represent a risk of unreasonable disturbance of other tenants and a significant risk to the landlord's property.

On hearing that determination, the landlord stated that, in view of the tenant's health challenges and promise to keep the peace, he would permit the tenant to stay until April 30, 2009 provided there were no further incidents.

In view of the tenant's reluctance to call police, and therefore act to prevent further incidents, I find that the landlord should have an Order of Possession effective two days from service.

I accept the landlord's assurance that he will honour the end of tenancy date of April 30, 2009 unless cause is given by the tenant or her guests to serve it earlier.

Conclusion

Accordingly, the landlords' copy of this decision is accompanied by an Order of Possession effective two days from service of it on the tenant.

As the landlord's application has succeeded, I hereby authorize that he may recover the filing fee for this proceeding by retaining \$50 from the tenant' security deposit.

April 6, 2009

Dispute Resolution Officer