

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to end the tenancy early and obtain an Order of Possession and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 2, 2009. Mail receipt numbers were provided in the Landlord's verbal testimony. The Tenant was deemed to be served the hearing documents on June 7, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Landlords and Witnesses appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

Is the Landlord entitled to an Order to end the tenancy early allowing an Order of Possession and to recover the cost of the filing fee from the Tenant under sections 47, 55, 67, and 72 of the *Residential Tenancy Act*?

### Background and Evidence

The month to month tenancy began on October 1, 2008 with rent payable on the first of each month in the amount of \$950.00. The Tenant paid a security deposit of \$475.00 on September 25, 2008.

The Property Manager advised that she began to do inspections on the Tenant's rental unit as of May 4, 2009, after receiving complaints from other tenants about damage to the property and about the Tenant's disturbing behaviour. The Property Manager stated that since entering the rental unit on May 4, 2009 the Tenant has continued to cause excessive damage to the unit.

The Resident Manager advised that since the photos were taken and entered into evidence, the Tenant has cut two large holes in the drywall with a knife and has leaned the fridge on an angle against the wall damaging the fridge door.

The Resident Manager testified that he is receiving complaints from other tenants on a daily basis about how the Tenant is buzzing residents at all hours during the day and night seeking entrance in to the complex. The Resident Manager advised that recently the Tenant has been knocking on other tenant's doors asking for baking soda.

Witness #1 testified that the Tenant buzzes her rental unit on a regular basis seeking access into the rental building. The Witness advised that she started tracking the dates he buzzed her unit and had four dates listed during the month of June, 2009. The Witness stated that she is concerned as to the whereabouts of this Tenant's keys as this reduces the security of her building if he leaves his keys for strangers to access.

Witness #2 had dialled into the hearing early on and I requested that I call him back if he was needed to testified. When called I was only able to reach the Witness' voicemail.

The Property Manager advised that Witness # 2 had written a letter, that this letter was in the Landlord's documentary evidence, and that the letter advised that the Tenant and a friend had jumped off of the Tenant's balcony onto Witness #2's balcony and walked through the Witness' rental unit while the Witness was watching TV.

Both the Property Manager and Resident Manager testified to their concerns of how the Tenant is causing excessive damage to the Landlord's property, that the Tenant is putting the Landlord's property and other Tenant's lives at risk by dismantling the smoke detector system in his rental unit, and that the Tenant is continuing to disrupt the quiet enjoyment of the other tenants by buzzing their units at all hours of the day and night begging for access to the building and most recently by knocking on doors requesting baking soda.

The Resident Manager testified that he served the Tenant personally with a 1 Month Notice to End Tenancy for cause on June 11, 2009, at the rental unit, with a move out date listed as July 30, 2009.

### Analysis

Section 56 (2) of the *Residential Tenancy Act* states that the director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession if satisfied, in the case of the landlord's application, that the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or has put the landlord's property at significant risk.

Based on the testimony and evidence before me, I find that the Landlord has proven that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or has put the landlord's property at significant risk, and I hereby grant the Landlord the ability to end the tenancy early and approve the Landlord's application for an Order of Possession.

As the Landlord has been successful in their application I hereby approve their request to recover the cost of the filing fee from the Tenant.

I find that the Landlord is entitled to a monetary claim to recover the cost of the filing fee from the Tenant and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit.

The balance of the Tenants' security deposit is to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

### Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **two days after service on the Tenant**. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

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: July 20, 2009.

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Dispute Resolution Officer