

DECISION

Dispute Codes ET

Introduction

This matter dealt with an application by the Landlord for an Order ending the tenancy earlier than it would end if the Landlord was required to serve a One Month Notice to End Tenancy for Cause and wait for the applicable notice period to expire.

The Landlord said she served the Tenant in person on March 15, 2010 with a copy of the Application and Notice of Hearing. Based on the evidence of the Landlord, I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on February 27, 2010. Rent is \$450.00 per month payable in advance on the 1st day of each month. The rental unit is a one bedroom suite below the Landlord's residence.

The Landlord said that it was a term of the tenancy agreement that there would be no smoking in the rental unit or on the rental property. The Landlord said that despite the Tenant's agreement with this term, she and her guests continued to smoke cigarettes and marijuana on the rental property. The Landlord said she asked the Tenant a number of times to stop smoking and gave her written warnings, however, she continued to do so. The Landlord said she is allergic to marijuana smoke.

The Landlord also said that the Tenant has had a number of guests (4-5) stay with her for extended periods of time which not only makes her feel unsafe but also puts a strain on the septic pump which has had to be repaired once already. The Landlord said the Tenant's guests are loud and park at the end of the driveway obstructing the way for any of her guests who might have large trucks.

The Landlord claimed that she has recently had to contact the RCMP on two occasions. On the first occasion, the Landlord said the Tenant was playing music extremely loud. On the second occasion, the Landlord said she came home and discovered a broken window. The Landlord said that when she spoke to the Tenant about the window, she

claimed her house key had been stolen. Consequently, the Landlord said she believed the Tenant lost her key and broke the window to gain access to the rental unit.

The Landlord also claimed that the Tenant installed a telephone jack in the rental unit and was tapping into her telephone line without her knowledge or consent. The Landlord said she recently discovered that the entrance light to the rental unit had been smashed. As a result of all of these matters, the Landlord said she is under a lot of stress; she fears for her safety and cannot stay in the rental unit by herself. The Landlord said she is also afraid to leave the rental property in case it sustains more damages by the Tenant or her guests.

Analysis

Section 56 of the Act says that a Landlord may apply to end a tenancy earlier than it would end if a Notice to End tenancy for Cause under s. 47 of the Act had to be given. In order to succeed on such an application, the Landlord must show that one or more of the grounds set out in subsection 56(2) of the Act exists and that it would be unreasonable or unfair to have to wait for a Notice to End Tenancy under s. 47 of the Act to take effect. Consequently, the Landlord must also show that the conduct complained of is so serious that it warrants eviction on an expedited basis.

In the absence of any evidence from the Tenant to the contrary, I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. I also find that the Tenant has failed or refused to comply with the Landlord's reasonable requests not to smoke on the rental property or to cause unreasonable disturbances with her partying. As a result, I find that it would be unreasonable and unfair to the landlord to have to wait for a Notice to End Tenancy for Cause to take effect and I grant her pursuant to s. 56 of the Act an Order of Possession to take effect immediately.

Conclusion

An Order of Possession to take effect immediately has been issued to the Landlord. A copy of the Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia.

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: March 29, 2010.

Dispute Resolution Officer