



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      ET

### **Introduction**

This hearing was convened by way of conference call on this date to deal with the landlord's application for an order ending the tenancy early and obtaining an Order of Possession. The landlord attended the hearing and gave affirmed testimony. The tenant did not attend the hearing despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on August 30, 2010.

### **Issues(s) to be Decided**

Is the landlord entitled to an order ending the tenancy early and obtaining an Order of Possession?

### **Background and Evidence**

This month-to-month tenancy began on January 15, 2010 and the tenant still resides in the rental house. Rent in the amount of \$1,500.00 is payable in advance on the 15<sup>th</sup> day of each month, and the tenant is presently in arrears \$1,500.00. The landlord also collected a security deposit from the tenant on January 13, 2010 in the amount of \$750.00.

The landlord testified that the tenant has been late paying rent on several occasions and has served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or

Utilities on February 20, 2010, again on June 21, 2010, July 17, 2010 and August 17, 2010.

On August 15, 2010, the landlord also served the tenant with a 1 Month Notice to End Tenancy for Cause citing that the tenant is repeatedly late paying rent, that the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, and for a breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The notice also contains an expected date of vacancy of September 15, 2010.

The landlord testified that prior to and since serving the notice to end tenancy, neighbours have called him complaining about the ongoing noise, partying and disturbances from the rental unit. He also testified that police had been called on numerous occasions, and that he is afraid to go into the residence due to the violence in and outside the residence, and that he was advised by the police not to go in.

The landlord provided 2 letters from neighbours with respect to damage to the rental unit and disturbances. The neighbours were not available to give viva voce evidence, however the landlord was able to testify to some of the allegations contained in those letters, and testified that he is also a neighbour to the rental property. Both letters are dated August 26, 2010 and both letters describe loud parties, excessive noise day and night, physical fighting at the residence, as well as garbage, broken furniture, bottles and cans being thrown in their yard on several occasions. They also describe threats of physical violence and a man a man "strutting" around the outside perimeter of the house totally naked. The landlord further testified that the tenant or a person permitted on the property by the tenant had on more than once occasion thrown chairs from the upper floor balcony onto the driveway and neighbour's driveway. Also beer bottles and an interior door of the residence were thrown from the balcony. A photograph of the door was provided in advance of the hearing, and shows numerous holes in it and that it is no longer fit for use. He also provided a photograph of the retaining wall outside the

house covered with painted graffiti and other photographs of piles of garbage, beer cases, beer bottles and cans strewn throughout the yard.

The landlord also provided in advance of the hearing a copy of a letter dated May 24, 2010 signed by the landlord addressed to the tenant as a written notice regarding loud parties, and testified that no improvement resulted from the written warning.

### **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 landlord's property at significant 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.

I find that the landlord has proven that there is cause for ending the tenancy and that the tenant has put the landlord's property at significant risk. I also find that it would be unreasonable or unfair to the landlord to wait for a notice to end tenancy under section 47 to take effect, and that in the circumstances an Order of Possession is warranted.

The landlord has not made an application for the unpaid rent, and I decline to deal with that portion of the evidence. However, since the landlord has been successful with his application, I also order that the landlord recover the filing fee in the amount of \$50.00 from the tenant.

### **Conclusion**

For the reasons set out above, I hereby grant an Order of Possession in favor of the landlord effective on 2 days notice to the tenant. 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.

I further order that the tenant pay to the landlord the amount of \$50.00 as recovery of the filing fee for the cost of this application. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: September 10, 2010.

---

Dispute Resolution Officer