



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ET, FF

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 the Tenant with a One Month Notice to End Tenancy for Cause and wait for the applicable notice period (or effective date) to expire. The Landlord also applied to recover the filing fee for this proceeding.

The Landlord's agent said she served the Tenant with the Application, Notice of Hearing and evidence package (the "hearing package") on November 17, 2010 by posting it to the rental unit door. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package 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 September 29, 2010. The Landlord's agent said that on October 19, 2010, she received a number of complaints from other occupants of the rental property that the Tenant had (on that day) had a loud party that lasted early into the morning hours. The Landlord's agent also said some of the Tenant's guests got into a fight and the police had to be called. The Tenant was given a written warning about this incident on October 20, 2010.

The Landlord's agent said that on November 3, 2010, she received a number of complaints from other occupants that the Tenant had had another loud party that lasted early into the morning hours. The police were called to the rental property as a result of this incident as well and the Tenant was given another written warning on November 3, 2010. The Landlord said she received more complaints about another loud party on November 6 and 14, 2010 respectively for which the police were again called to the rental unit by other occupants of the rental property. The Landlord's agent said it was

on the 14th when the Tenant refused both the Landlord and the police access to the rental unit that she discovered that the Tenant had changed the locks.

The Landlord's agent said that she is constantly receiving complaints from other occupants of the rental property who are very upset with the Tenant's loud parties and disruptive guests and she fears she will lose these tenants due to the Tenant's actions. The Landlord also claimed that despite the warnings given to the Tenant and the intervention of the police, the Tenant continues to have loud parties that disturb other occupants of the rental property.

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 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 or a person permitted on the rental property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the rental property. In particular, I find that the Tenant ignored 2 written warnings from the Landlord's agent that his loud and disruptive parties on October 19, 2010 and November 3, 2010 was a breach of the tenancy agreement and could result in the tenancy ending and hosted 2 further loud and disruptive parties on November 6, 2010 and 14, 2010 respectively for which the police again had to be called.

Given that the Tenant has ignored all warnings or requests by the Landlord and police conduct himself in a reasonable manner and respect the rights of other tenants, I find that it would be unfair to the other occupants of the rental property to wait for a One Month Notice to End Tenancy under s. 47 of the Act to take effect. Consequently, I find that the Landlord is entitled to an Order of Possession to take effect 2 days after service of it on the Tenant. As the Landlord's agent has been successful in this matter, I find that she is also entitled to recover the \$50.00 filing fee for this proceeding and I order pursuant to s. 72 of the Act that she may deduct that amount from the Tenant's security deposit.



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Conclusion

An Order of Possession to take effect 2 days after service of it on the Tenant 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: November 29, 2010.

Dispute Resolution Officer