

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the Landlord seeking to end this tenancy early pursuant to section 56 of the *Act*. The parties were provided an opportunity to be heard and to respond to the written and photographic evidence submitted by the landlord.

Issue to be Determined

Has the Landlord established the grounds to end this tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

This tenancy began on August 1, 2010, for the monthly rent of \$675.00 and a security deposit of \$337.50 paid in July 2010.

The Landlord supplied evidence including a photo of a broken sliding door handle in the rental unit.

I heard testimony that the Landlord issued a 1 Month Notice to End Tenancy for Cause on November 22, 2010, for an effective move out date of December 31, 2010, but the Landlord is now seeking an early end to the tenancy.

The affirmed testimony and supporting evidence of the Landlord is that the Tenant is putting the health, safety and lawful rights of other residents and the Landlord at risk, and has significantly interfered with and unreasonably disturbed other occupants and the Landlord. The Landlord also submits that the rental unit is suffering extraordinary damages due to the Tenant's actions, or due to the actions of people the Tenant has allowed in.

I heard testimony that the Tenant has allowed individuals in her rental unit who engage in criminal activity, such as using illegal drugs, and the Landlord believed the Tenant was also using these drugs. The Landlord acknowledged that she has not seen the Tenant use drugs, but has smelled it on a number of occasions in the rental unit.

The Landlord testified that the Tenant and/or her guests have been heard many times by herself and other residents having loud parties, swearing and uttering threats to the

building manager and other occupants. There was testimony that the building manager feels threatened and unable to do her job and that other tenants are no longer able to sleep or have quiet enjoyment due to the constant noise in the rental unit.

On another occasion, the Tenant's guest solicited sex from another tenant and that the police have been called on a number of occasions within the last month to deal with violent activity, such as breaking and entering, theft and threatening behaviour.

I heard testimony from the Landlord's witness that as recently as December 3, 2010, the Tenant asked her, the building manager, if she would stay with her that night as she was afraid of the people responsible for the breaking and entering and drug activity. The Witness went on to say that these individuals, who are known to be drug users, kept coming to the patio door, window and front door all during the night trying to get into the rental unit, causing the witness to be afraid.

The Landlord's witness testified that she now has to lock down the building and all open rooms, such as the laundry, at night so that these individuals mentioned above don't break in and hide. The witness testified that there have been confrontations with these individuals.

The Landlord and her witness testified that as recently as December 12, the Tenant had to call the police to her rental unit due to the individuals mentioned above.

I heard testimony from the Tenant that she is not using drugs, but rather a strong prescription medication, which would give the impression she may be using drugs. In support of her statement, the Tenant testified that she was given a drug screen by her worker and the test was clean.

The Tenant acknowledged that during an emotional time in her life, she did allow these two individuals to move into her rental unit, but kicked them out when she realized her mistake, approximately a week and half ago. The Tenant testified that she is afraid of these individuals and admitted to having the building manager spend the night with her so she could sleep if they came back around.

The Tenant testified that she is trying to cooperate with the Landlord and building manager, which is why she called the police when the two individuals tried to come back. The Tenant testified that there is no significant damage to the rental unit.

The Tenant's witness testified the Tenant's drug screens were negative and that she was satisfied the Tenant was not using drugs.

The witness further stated that the two individuals are known in the community to prey on vulnerable people and are known to use drugs and engage in dangerous activity. The witness testified that she is counselling the Tenant to assist her in making better choices.

In response, the Landlord, stated that the male of the two individuals was in the rental unit on the night of December 12, two days before this hearing, and the Tenant was heard having sex with him.

The Tenant denied having sex, but did admit to allowing him in for a short period of time to retrieve some clothing.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month Notice to End Tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy.

There was very little evidence on which to determine the issue before me; however, based on the submissions of the parties, I place more weight on the oral testimony of the Landlord than the testimony of the Tenant. I also place less weight on the testimony of the Tenant as I found her testimony to be contradictory and unreasonable. I find that the Tenant has significantly breached the tenancy agreement and the *Act* by taking the actions she has. I accept that the Tenant put the health, safety and lawful rights of other residents and the Landlord at risk, and significantly interfered with and unreasonably disturbed other occupants and the Landlord. Based on these conclusions I find that the Landlord has established sufficient cause to end this tenancy.

Next I have considered whether it would be unreasonable or unfair to the Landlord to wait for a one month Notice to End Tenancy to take effect. I have accepted the Tenant put the health, safety and lawful rights of other residents and the Landlord at risk, and significantly interfered with and unreasonably disturbed other occupants and the Landlord. Based on these conclusions I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. I grant the landlord's application to end this tenancy early.

Therefore I grant the Landlord an Order of Possession effective **two (2) days** after it is served upon the Tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the Landlord the filing fee of \$50.00. Pursuant to the policy guideline, I have provided the Landlord with a monetary order for this amount. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted and I have issued the Landlord an Order of Possession.

The Landlord is granted a monetary order for \$50.00.

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: December 15, 2010.

Dispute Resolution Officer