



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This is the Landlord's Application for Dispute Resolution, under section 56 of the Residential Tenancy Act (the "Act"), seeking an order to end the tenancy earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 and to obtain an order of possession for the rental unit.

The Landlords appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Although only one person was listed in the Application, there were three persons attending the hearing, all co-owners of the rental unit. One of the Landlords testified that she delivered the Notice of Hearing and the Application to the Tenant, via personal delivery, on June 21, 2011. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served, in accordance with the Act.

Issue(s) to be Decided

Should the tenancy end early and an Order of Possession be granted to the Landlords?

Background and Evidence

The affirmed testimony and supporting evidence of the Landlords is that the Tenant is putting the health, safety and lawful rights of other residents and the Landlords at risk, and has significantly interfered with and unreasonably disturbed other occupants and the Landlords. The Landlords also submit that the rental unit is suffering extraordinary damages due to the Tenant's actions, or due to the actions of persons or a person the Tenant has allowed in and that the Tenant is seriously jeopardizing the health or safety or a lawful right or interest of the Landlords or another occupant

The Landlords testified that they were called by the strata council on April 16, 2011, who informed the Landlords that there had been a violent assault inside the rental unit and that the police were attending.

The Landlord submitted that she attended the rental unit with the property manager, but they were unable to go inside at that time due to the police investigation. A restoration

company was called by the strata, but they also were not able to go inside until the police had ended their investigation.

After the police allowed them in, the restoration company took photographs inside the rental unit, which depicted a significant amount of blood splatter and damage to the rental unit. The photographs also depicted blood outside the rental unit and onto an adjoining resident's property.

The Landlord submitted, upon her viewing the night of the incident, that the front door had been ripped off of its hinges and had to be replaced immediately to secure the rental unit. The carpets were destroyed and the vents had all been pulled away, according to the Landlord. The Landlords testified of other structural damage.

The Landlord submitted that the Tenant was arrested that night and released from prison on June 21, 2011, at which time he was given a new front door key and the Notice of Hearing and Application.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenant has breached the Act and tenancy agreement by causing extraordinary damage to the rental unit, by unreasonably disturbing the Landlords and other residents at the rental property and seriously jeopardizing the health or safety or a lawful right or interest of the Landlords or another occupant.

I am also satisfied that it would be unreasonable and unfair to the Landlords or other residents to wait for a Notice to End Tenancy to take effect.

Therefore, I grant the Landlords an order of possession effective **2 days after service on the Tenant**. This order is a **final, legally binding order**, and may be filed in the Supreme Court should enforcement become necessary.

The Landlords may keep \$50.00 from the security deposit held to recover the cost of the filing fee for the Application.

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: June 29, 2011.

Residential Tenancy Branch