

## **DECISION**

**Dispute Code:** ET, FF

### **Introduction:**

This is the Landlord's application for an early end to the tenancy and an Order of Possession; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord testified that on September 8, 2011, at 7:00 p.m., he served the Tenant's wife with the Notice of Hearing Documents and copies of the Landlord's evidence, at the rental unit. The Landlord's agent testified that the Tenant's wife appeared to be an adult of approximately 35 years of age. The Landlord provided a Proof of Service document in evidence, which is signed by a witness.

Based on the affirmed testimony and documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of the Landlord's evidence in accordance with the provisions of Section 89(2)(c) of the Act. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in his absence.

### **Issue to be Determined:**

Has the Landlord show that there is cause to end this tenancy and that it would be unreasonable or unfair to wait for a one month Notice to End Tenancy under the Residential Tenancy Act (the "Act") to take effect?

### **Background and Evidence:**

The parties entered into a tenancy agreement on May 12, 2011. A copy of the tenancy agreement was entered in evidence. This is a month-to-month tenancy. Monthly rent is \$775.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$387.50 at the beginning of the tenancy.

The Landlord's agent testified that the police executed a search warrant at the rental unit on August 25, 2011, after which charges of possession of an illegal substance

(cocaine) for the purposes of trafficking were laid. During the course of executing the warrant a door, windows and a wall was damaged in the rental unit. The Landlord provided a copy of the Search Warrant and a handwritten note to the Landlord from the arresting officer.

The Landlord's agent testified that since the Tenant was arrested, there has been an on-going stream of people coming to and from the rental unit buying drugs. He stated that the police made more arrests yesterday at the rental unit and took 6 visitors away. The Landlord's agent stated that the Tenant is currently not living in the rental unit and that there are strangers in the unit who will not allow the Landlord's agent to secure the rental unit.

### **Analysis:**

In making an application for an early end to this tenancy the Landlord has the burden of proving on the civil standard, the balance of probabilities, that there is cause for ending the tenancy. These reasons are set out in Section 56 of the Act:

### **Application for order ending tenancy early**

**56** (1) A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
  - (iii) put the landlord's property at significant risk;

- (iv) engaged in illegal activity that
  - (A) has caused or is likely to cause damage to the landlord's property,
  - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property

The Landlord must also prove 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.

Based on the undisputed affirmed testimony of the Landlord's agent and the Landlord's documentary evidence, I am satisfied that the Landlord has proven that there is cause to end the tenancy pursuant to the provisions of Section 56(2)(a)(iv)(A) and (C) and that it would be unreasonable or unfair to the Landlord to wait for a one month Notice to End Tenancy for cause to take effect.

I find that the tenancy has ended effective today and hereby provide the Landlord with an Order of Possession effective **1:00 p.m., September 15, 2011.**

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant. Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may deduct **\$50.00** from the security deposit.

**Conclusion:**

I hereby provide the Landlord an Order of Possession **effective 1:00 p.m., September 15, 2011.** This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may deduct **\$50.00** from the security deposit.

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 15, 2011.

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Residential Tenancy Branch