



Dispute Resolution Services

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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 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.

Although only one landlord was listed on the application, there are two landlords on the tenancy agreement and both of those parties appeared and testified at the hearing. The male landlord provided the majority of the testimony.

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

The tenant did not appear at the hearing. The landlord testified that the tenant was served the Application and Hearing Package via posting on the tenant's door on September 26, 2011.

Having been satisfied the landlord served the tenant in a manner that complies with section 89 of the Residential Tenancy Act (the "Act"), I proceeded to hear from the landlord without the tenant present.

Issues(s) to be Decided

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

Background and Evidence

This 6 month, fixed term tenancy began on April 1, 2011, with the provision that the tenancy would continue on a month to month basis thereafter, monthly rent is \$590.00 and the tenant paid a security deposit of \$295.00 on March 28, 2011.

The landlord supplied evidence of statements from witnesses, fellow tenants, notices to the tenant, and statements from the former tenant who originally signed the tenancy agreement, but later moved out.

The landlord stated that the residential property has 13 rental units and that the tenant's rental unit is located on the main floor.

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 a large number of others to occupy the rental unit, who regularly engage in heavy drinking and smoking in her rental unit, in the common area and the hallways, creating a disturbance day and night. The landlord stated that smoking anywhere on the premises is in violation of the tenancy agreement and that, due to the residential property being an older wooden structure, the premises are at risk.

The greatest cause of concern about the smoking is that the tenant and the other people she has allowed to move into the rental unit are heavy drinkers, have been seen passed out due to being drunk while smoking, and this has created a fire hazard for the other occupants. Of particular concern are the two elderly tenants who live across the hall from the rental unit and who are confined to wheelchairs and would be unable to easily vacate their unit in the event of a fire, according to the landlord.

One of the tenant's friends has defecated and urinated on the premises, repeatedly, causing damage to the property, according to the landlord.

The landlord submitted that the heavy drinking and the resulting drunken activity have created significant noise disturbances to other occupants and tenants and that this behaviour has continued despite warnings.

The landlord testified that the tenant has passed out keys to the residential property's security doors to the other occupants or any of her friends, that these keys are passed from one person to the other and that the security doors are consistently left open by these known and unknown individuals, compromising the safety and security of the building and the residents.

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 1 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 1 Month Notice to End Tenancy.

Based on a balance of probabilities, I accept the non-contradicted testimony and evidence of the landlord and 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 1 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 1 Month Notice to End Tenancy to take effect. I grant the landlord's application to end this tenancy early.

Conclusion

Therefore I grant the landlord an Order of Possession effective **two (2) days** after it is served upon the tenant. This legally binding, final Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court should the tenant fail to comply.

I grant the landlord the filing fee of \$50.00 and allow her to retain this amount from the tenant's security deposit in satisfaction of this amount.

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: October 07, 2011.

Residential Tenancy Branch