



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the Application for Dispute Resolution of the Landlord seeking to end the tenancy early, obtain an order of possession and to recover the filing fee for the Application.

The Landlord and an Agent for the Landlord 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.

The Landlord testified he served the Tenant with the Notice of Hearing, the Application and evidence, in person, on October 31, 2011. Despite this the Tenant did not attend the Hearing. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

The Landlord testified and provided video evidence that the Tenant was observed tampering with an elevator in the building where the rental unit is located.

The video was recorded on October 30, 2011, and shows the Tenant opening the elevator door and helping several friends get onto the top of the elevator car. The Tenant and his friends are all carrying alcoholic beverages.

The Landlord and his Agent both identified the Tenant as the person in the video opening the door and escorting his friends onto the top of the elevator. It appears from the video that the Tenant and his friends were riding on top of the elevator.

According to the testimony of the Landlord he spoke with the Tenant on October 31, 2011, when he served the Tenant with the Notice of this hearing. Apparently the Tenant is employed in the elevator maintenance business.

According to the testimony of the Landlord, the Tenant agreed to sign a mutual agreement to end the tenancy on November 2, 2011, and vacated the rental unit on November 6, 2011.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant breached section 56 of the Act, by putting the Landlord's property at significant risk and by seriously jeopardizing the health, safety and lawful rights of other occupants or the Landlord.

I find that the Landlord would have been entitled to end this tenancy early and receive an immediate order of possession in this hearing, had the Tenant not moved out due to the mutual agreement to end tenancy. I am also satisfied it would have been unreasonable and unfair for the Landlord to have to wait for a Notice to End Tenancy to take effect.

As the Landlord was forced to make this Application due to the behaviour of the Tenant I allow the Landlord to retain \$50.00 from the security deposit to recover the filing fee for the Application.

This decision is final and binding on the parties, except as provided under the Act and 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 10, 2011.

Residential Tenancy Branch