



# 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, to obtain an order of possession for the rental unit and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

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.

### Issues(s) to be Decided

Should the tenancy be ended early and an Order of Possession be granted to the Landlord?

### Background and Evidence

This tenancy began on October 2, 2011, with the Landlord and Tenant entering into a written Tenancy Agreement. The monthly rent was \$475.00 and the Tenant paid a security deposit of \$230.00 on October 2, 2011.

The affirmed testimony and the evidence of the Landlord is that the Tenant is putting the health and safety of the other occupant at the rental unit property at risk, that he has seriously jeopardized a lawful right or interest of the Landlord and that he has caused extraordinary damage to the rental unit.

The Landlord testified and provided statements from different witnesses who support the allegations of the Landlord that the Tenant has had several parties in the rental unit which have disturbed other occupants. For example, on the weekend of October 29 and 30, 2011, the Tenant had a party where between 50 and 100 people attended. There was loud noise coming from the rental unit, and people gathered outside of the rental unit and engaged in fights and starting small fires. The police and an ambulance were required to attend.

There are allegations the Tenant was waving a machete around in a threatening manner at this party.

The Landlord also complains that the Tenant has been smoking cigarettes and marijuana in the rental unit. The Landlord testified that the Tenant has had his step brother move into the rental unit.

The Landlord met with the Tenant on October 31, 2011 to discuss the complaints about the noise and people at the parties, plus the smoking and extra occupant. The Landlord testified that the Tenant was rude and swore at him during the discussion.

The Landlord testified he served the Tenant with a one month Notice to End Tenancy for cause on October 31, 2011, with an effective date of November 30, 2011.

The Landlord testified that following this he received a complaint from another occupant at the rental unit property, that the Tenant had damaged the toilet, the bathroom mirror and the bathroom cabinet.

The Landlord testified that on November 4, 2011, the Tenant had another loud party which disturbed the other occupants of the rental unit. According to the Landlord the police attended and gave the Tenant a fine for noise violations.

In reply, the Tenant testified that he had several gathering of friends, however, these were not loud parties.

He denied the police had fined him for noise violations and explained the police had just given him a warning about getting a ticket for a \$1,000.00 fine regarding noise violations. He denied having a machete.

The Tenant also testified that he thought the Landlord should refund him some November rent if he had to leave the rental unit early. He did not think it was legal for the Landlord to evict him and keep the November rent.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant has jeopardized the lawful rights and health and safety of the other occupants and the Landlord. By having loud parties he has disturbed the other occupants, who have a legal right to quiet enjoyment of their rental units. I also find that the Tenant has caused extraordinary damage to the rental unit bathroom.

I am satisfied that it would be unreasonable and unfair to the other occupants of the residential property and the Landlord, to wait for the Notice to End Tenancy to take effect.

Therefore, I grant the Landlord an order of possession effective at **1:00 p.m. on November 16, 2011**. This order may be enforced in the British Columbia Supreme Court.

The Landlord does not have to refund the Tenant any November rent, as the Tenant owes the Landlord rent for the entire month. The tenancy is ending early due to the breaches of the Act and the tenancy agreement by the Tenant.

The Landlord may withhold \$50.00 from the security deposit to recover the filing fee for the Application.

### Conclusion

The Tenant has breached the Act and tenancy agreement by disturbing other occupants and by causing damage to the rental unit.

The Landlord is entitled to end the tenancy early and is granted an order of possession for the rental unit for 1:00 p.m. November 16, 2011. The Tenant is not entitled to any refund of rent for November. The Landlord may keep \$50.00 from the security deposit.

This decision is final and binding on the parties, except as otherwise 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 14, 2011.

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Residential Tenancy Branch