



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for an early end to the tenancy.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on May 17, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both the Tenant and the Landlords present.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on November 1, 2011 as a fixed term tenancy with an expiry date of October 31, 2012. Rent is \$995.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$497.50 in advance of November 1, 2011.

The Landlord said there have been a number of verbal complaints about the Tenant and her guests from other tenants in the rental complex. The Landlord said these complaints were about noise and late night comings and goings. As well the Landlord said he believes the Tenant was involved in a break in incident in which the Landlord had tools and renovating supplies stolen. The onsite Property Manager said the Tenant's guest G.M. threatened him with a knife and has been charged by the Police. The Landlord requested an Order of Possession for June 15, 2012 if his application is successful and the Property Manager requested to have the Order of Possession for May 31, 2012 if the application is successful.

The Tenant said she was not involved in the incidents that the Landlord and Property Manager are talking about. The Tenant said she does know the person mention by the Landlord and the Property Manager, G.M. as he was her daughter's X boy friend and

she was storing some of his things at her rental unit. The Tenant said the Landlord and Property manager are not telling the truth as she was not involved in any of the incidents and she has not let G.M. into her rental unit. The Tenant continued to say she is planning to move out of the rental unit in June, 2012 in any event.

The Landlord concluded his remarks by requesting an Order of Possession for June 15, 2012. The Tenant said that did not give her very much time to find a new rental unit and to move, but she said she would try to be moved out of the unit by June 15, 2012. The Landlord said the Tenant could contact him if she needed help with moving out of the unit.

Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenant significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, puts the landlord's property at significant risk, jeopardizes the lawful right of other occupants, causes extraordinary damage to the property or if it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord and Property Manager. Section 56 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk. Or that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord has not given the Tenant any written warning notices, but the Tenant's guest or acquaintance has **seriously** jeopardized the health or safety of the Property Manager. I accept the Property Manager's testimony that G.M. assaulted him with a knife. Consequently I find the Landlord has established grounds to be awarded an Order of Possession to end to the tenancy early as the incident with the Tenant's guest or acquaintance has reached the level of **unreasonableness, significance, seriousness and it would be unfair to have the Landlord and Property Manager to wait for a Notice to End Tenancy**. I find that the Landlord has established grounds for an early end to the tenancy, consequently I have issued an Order of Possession with an effective vacancy date of June 15, 2012.

Conclusion

An Order of Possession effective June 15, 2012 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

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*.

Residential Tenancy Branch