



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession. The tenant did not attend this hearing, although I waited until 9:44 a.m. in order to enable him to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. Landlord AD testified that she handed the tenant a copy of the landlords' dispute resolution hearing package at 4:15 p.m. on July 11, 2012. Landlord Representative DS testified that she witnessed the above delivery of the hearing package to the tenant on July 11, 2012. I am satisfied that the landlord served this package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to end this tenancy early and obtain an Order of Possession?

Background and Evidence

This tenancy commenced as a one-year fixed term tenancy on July 1, 2010. At the expiration of the initial term, this converted to a periodic tenancy. Monthly rent is set at \$850.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit paid on June 25, 2011.

Landlord AD (the landlord) testified that she issued a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) of \$1,080.00 on July 3, 2012. She said that the tenant has not paid any portion of the rent identified as owing in that Notice.

In her application for dispute resolution, the landlord asked for an early end to this tenancy on the basis of the following:

Mr. B. was discovered to be growing marijuana (250 plants) verified by R.C.M.P.

The landlord provided oral and written evidence that she discovered many marijuana plants growing in the rental unit when she inspected the rental premises on July 8, 2012. The two landlord representatives confirmed that the police removed the plants and the growing paraphernalia from the rental unit that day. Although the police file

remains open, the landlords do not believe that charges have been laid against the tenant as yet. They provided the RCMP Police File # and photographs of the police removing the plants from the premises.

The landlord said that she was seeking the early end to this tenancy as the tenant had contravened his tenancy agreement and could not remain in the rental unit. She said that the landlords needed to clean up the rental unit in preparation for a new tenant. She said that she understood that the tenant was in the process of vacating the rental unit as he realizes that he cannot remain there, having signed a crime-free Addendum to his Tenancy Agreement committing that he would not be involved in “any drug-related criminal activity.”

Analysis

Section 56 of the *Act* enables me to make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied that:

the tenant or a person permitted on the residential property by the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, and*

it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause] or 57.41 [notice to end tenancy: tenant's needs] to take effect.

Based on the evidence provided by the landlords, I find that the landlords have failed to prove that any of the circumstances described above exist such that it would be

unreasonable or unfair to the landlord or other tenants to serve the tenant with a notice to end tenancy under section 47 of the *Act* and wait for that notice to take effect. As the marijuana growing operation has been dismantled and removed, I find no compelling reason why the landlord cannot make use of the standard provisions under the *Act* to seek an end to this tenancy. While there is evidence of some mould damage to walls, some soil was on the floors, and holes were in the ceiling, none of this damage appears to have been so extreme as to warrant the granting of an early end to this tenancy. I dismiss the landlord's application for an early end to this tenancy.

In coming to this determination, I note that the landlord has already issued a 10 Day Notice to the tenant, a Notice which could lead to an end to this tenancy pursuant to section 46 of the *Act*.

Conclusion

I dismiss the landlords' application for an early end to this tenancy.

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: July 19, 2012

Residential Tenancy Branch