



# 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 ending the tenancy earlier than it would end if she was required to serve the Tenants with a One Month Notice to End Tenancy for Cause under s. 47 of the Act and wait for the applicable notice period to expire.

The Landlord's agent said he served the Tenant, N.B., in person on July 5, 2012 with the Application and Notice of Hearing (the "hearing package"). The Landlord's agent said he served the Tenant, A.S., on July 6, 2012 by registered mail to the rental unit address with the hearing package. Section 90(a) of the Act says a document delivered by mail is deemed to be received 5 days later even if the recipient fails or refuses to pick up the mail. I find that the Tenants were served with the Landlord's hearing packages as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

### Issue(s) to be Decided

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

### Background and Evidence

This month-to-month tenancy started on May 1, 2011. Rent is \$900.00 per month due in advance on the 1<sup>st</sup> day of each month. The Parties' tenancy agreement also contains a term which requires the Tenants to maintain the yard of the rental property and to keep the entire property in a state of cleanliness.

The Landlord's agent said the Landlord began to get By-Law infraction notices about the unsightliness of the property commencing in December 2011. The Landlord's agent said this was brought to the Tenants' attention and they agreed to pay the fines and to clean up the property. The Landlord's agent said during an inspection in March, 2012 he and the Landlord noticed that there was a broken window and the flooring in the kitchen had been pulled up however the Tenants claimed that they would repair the window and that the flooring had to be removed because it had been damaged. The Landlord's agent also admitted that the interior looked "a bit rough" however he was not too concerned at that time.

The Landlord's agent said the Landlord continued to get numerous by-law infraction notices regarding the unsightliness of the property for which she was issued fines as well as fines for RCMP attendances for two noise disturbances. The Landlord's agent said he then received a telephone call from a member of the RCMP who claimed that the rental property was being used by the Tenants as "a drug house." The Landlord's agent said he attended the rental property on July 1, 2012 to collect the rent and noticed that the interior was dirty and had significant damages. In particular, the Landlord's agent said many of the windows and doors were broken, kitchen cabinet doors were removed and sections of drywall were missing or damaged. The Landlord provided photographs of this damage. The Landlord's agent said the rental unit was clean and in a state of good repair at the beginning of the tenancy but that now it may be irreparable.

### Analysis

Section 56 of the Act says that a Landlord may apply to end a tenancy earlier than it would end if a Notice to End tenancy for Cause under s. 47 of the Act had to be given. In order to succeed on such an application, the Landlord must show that one or more of the grounds set out in subsection 56(2) of the Act exists and that it would be unreasonable or unfair to have to wait for a Notice to End Tenancy under s. 47 of the Act to take effect. As a result, orders granted under s. 56 of the Act are reserved for those cases in which there is an imminent threat of danger to the person or damage to property.

Based on the oral and documentary evidence of the Landlord and in the absence of any evidence from the Tenants to the contrary, I find that the Tenants have caused significant damage to the rental property and will likely to cause further damages if the tenancy continues. Consequently, I grant the Landlord's application for an early end to the tenancy and pursuant to s. 56 of the Act I grant the Landlord an Order of Possession effective 2 days after service of it on the Tenants.

### Conclusion

An Order of Possession to take effect 2 days after service of it on the Tenants has been issued to the Landlord. A copy of the Order must be served on the Tenants and 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*.

Dated: July 16, 2012.

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Residential Tenancy Branch