



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Disputes Codes: ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution, under section 56 of the Residential Tenancy Act (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 and to obtain an order of possession for the rental unit.

The landlord appeared and gave affirmed testimony.

The landlord testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing (the "Hearing Package") by personal delivery. The landlord said his son witnessed the delivery of the Hearing Package. I confirmed this with the son.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to his documentary submissions.

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.

Preliminary matter:

It should be noted that the landlord at times was difficult to understand, due to his emotions surrounding the issues of the tenancy. However, I was able to confirm the landlord's testimony by questioning his son.

Issues(s) to be Decided

Should the tenancy end early and an Order of Possession be granted to the landlord?

Background and Evidence

The landlord testified that the tenant is putting the health, safety and lawful rights of the landlord at risk, has put the landlord's property at significant risk and that the rental unit is suffering extraordinary damages due to the tenant's actions.

The affirmed testimony of the landlord is that the tenant was to move into the ground floor suite on August 1, 2012; however, the tenant broke into the upper unit on July 31, 2012, and removed some of the landlord's personal property.

The landlord said he discovered the break-in due to having seen the damage to the sliding glass door and window caused by the tenant when he illegally broke in.

The landlord questioned the tenant; however the tenant again broke into the rental unit, despite having assured the landlord that he would not. The landlord lost more items of personal property and more damage was done to the upper unit, including the deck.

The landlord said he called the police several times and was told that the tenant had a long criminal record and that he should not have the tenant in the rental property.

Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a 1 Month Notice to End Tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month Notice to End Tenancy.

In the absence of the tenant to refute the landlord's application, I prefer the evidence of the landlord over the tenant.

Based on a balance of probabilities, I accept the undisputed evidence of the landlord and I find that the tenant has significantly breached the tenancy agreement and the *Act*. I accept that the tenant put the health, safety and lawful rights of the landlord at risk and put the landlord's property at significant risk by breaking into another rental property, causing damage, and by the theft of the landlord's personal property. Based on these conclusions I find that the landlord has established sufficient cause to end this tenancy.

I am satisfied that it would be unreasonable and unfair to the landlord, to wait for the 1 Month Notice to End Tenancy to take effect. I grant therefore the landlord's application to end this tenancy early.

Conclusion

I find that the landlord is entitled to and I therefore grant an order of possession for the rental unit effective two days after service of the order upon the tenant.

This final, legally binding order of possession is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement.

I also allow the landlord to deduct \$50.00 from the tenant's security deposit to reimburse him the costs of his filing fee.

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: August 16, 2012.

Residential Tenancy Branch