



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prang Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an early end of the tenancy, an order of possession for the rental unit, and to recover the filing fee from the tenant for the cost of this application for dispute resolution.

The landlord appeared; the tenant did not appear.

The landlord gave evidence that the tenant was served with their Application for Dispute Resolution and Notice of Hearing by registered mail on May 12, 2013. The landlord supplied the written evidence of the registered mail service, including the receipt containing the tracking number; further the landlord said that his search of the Canada Post website showed that the tenant collected the registered mail on May 15, 2013.

I find the tenant was served notice of this hearing 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 their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a 1 Month Notice to End Tenancy?

Is the landlord entitled to an order of possession for the rental unit and to recover the filing fee?

Background and Evidence

The landlord submitted evidence that this tenancy began on May 1, 2013, when the tenant moved into the rental unit without paying rent. The landlord did collect a security deposit of \$375.

The rental unit was in a multi unit apartment building.

According to the landlord, the tenant has yet to pay rent and he was served a 10 Day Notice to End Tenancy for Unpaid Rent, to which the tenant has filed an application for dispute resolution, that hearing being set on June 4, 2013.

The affirmed testimony and supporting evidence of the landlord is that the tenant is putting the health, safety and lawful rights of other residents and the landlord at risk and has significantly interfered with and unreasonably disturbed other occupants and the landlord.

More specifically, the landlord testified that on May 1, when he attempted to collect rent from the tenant, he observed large holes in the freshly painted walls, cigarette burns in the carpet, and at least 5 unknown people in sleeping bags.

Additionally, according to the landlord, on May 7, the tenant was observed throwing beer bottles out of his window onto the courtyard.

On May 8, the landlord observed the tenant disabling the locking mechanism on the main front door leading to the rental units in the building, after which the landlord observed 6 different unknown people entering the building. Shortly thereafter, the landlord received phone calls from at least 2 separate other tenants informing the landlord that someone had tried to access their rental unit.

The landlord submitted that the police have attended the rental unit and residential property at least 9-10 times since the tenant moved in, all due to the actions of the tenant.

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 1 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 and other occupants at risk and put the landlord's property at significant risk by disabling the main lock leading into the building, which then allow unfettered access beyond the control of the landlord.

I also find that the landlord has submitted sufficient evidence that the tenant has caused extraordinary damage to the rental unit by putting large holes into the walls.

Based on these conclusions I find that the landlord has established sufficient cause to end this tenancy.

I am further satisfied that it would be unreasonable and unfair to the landlord and other occupants to wait for a 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 after being served the order, this order may be filed in the Supreme Court of British Columbia for enforcement. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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

Dated: May 24, 2013

Residential Tenancy Branch