



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the landlord for an order ending this tenancy early. Despite having been personally served with the application for dispute resolution and notice of hearing on or about June 5, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should this tenancy be ended early?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenant lives in the rental unit with a roommate and at the end of May, used a hammer to make approximately 12 holes in the walls of the unit. The tenant did not pay rent in the month of June and in mid-June she broke a window.

The landlord provided photographs of the rental unit and a letter from the roommate in which the roommate stated that the tenant was often high on drugs, the roommate fears the tenant will damage her belongings and is smoking in the house.

The landlord testified that the police have been summoned to the property on 8 occasions in the past few months.

The landlord stated his 3 reasons for wanting to end the tenancy, in order of significance, were that the tenant had made holes in the walls, that she had not paid rent for June and that she had broken a window.

Analysis

In order to be successful in his claim, the landlord must not only prove that he has grounds to end the tenancy for cause, but that it would be unreasonable or unfair to the landlord or other residents to wait for a one month notice to end tenancy to take effect.

Although the damage done to the rental unit is comparatively minor, it will require time and expense to repair as it will involve filling holes, repainting walls and replacing a window. Because the damage was done deliberately and because the tenant continued to cause damage after the first incident in which she hammered holes into the walls, I find it likely that she is unwilling or unable to restrain herself from causing damage and I find that it would be unfair to the landlord to make him wait for one month.

I grant the landlord an order of possession that is effective 2 days after service on the tenant. The order may be filed in the Supreme Court for enforcement if required.

Because the landlord has been successful in his claim, I find that he is entitled to recover the \$50.00 filing fee paid. The landlord may deduct this sum from the security deposit.

Conclusion

The landlord is granted an order of possession and may deduct \$50.00 from the security deposit.

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: June 19, 2013

Residential Tenancy Branch

