



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Early End to Tenancy and Order of Possession.

The tenant and landlord attended the conference call hearing. The parties gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The landlord provided minimal documentary evidence to the Residential Tenancy Branch and the other party. The testimony and documentary evidence I was able to see has been reviewed and has been considered in this decision.

Preliminary Issues

The tenant advised me there was an error in the spelling of the tenant's first name. The parties did not raise any objections to the error being corrected and this has now been amended.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and gain an Order of Possession on the basis of their application to end the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

The parties agree that this month to month tenancy started on July 15, 2013. Rent for this unit is \$950.00 per month and is due on the first day of each month in advance.

The landlord testifies that a neighbour in this duplex where the rental unit is situated informed the landlord about some electrical sparking occurring outside the tenants unit. The landlord went to the unit and found that there had been a fire in the unit which had caused damage to the exterior of the unit. The landlord testifies that he thinks it was caused by an old television set that was against a wall. The landlord also found a tent erected at the back of the unit.

The landlord testifies that the tenant had damaged the front wall and doors, changed the locks to the unit, broke a door knob and a window and the grass at the front was also damaged. The landlord testifies that there is garbage littered all around the unit. The landlord received a Notice from the City about the garbage which the landlord had to clear up and take away.

The landlord testifies that after serving the tenant with a 24 hours Notice to enter the unit the landlord arrived at the unit with Police Officers but was refused entry by the tenant and as the locks had been changed the landlord could not gain entry into the unit.

The landlord testifies that he has received complaints from neighbours about the tenant. The Landlord also testifies that the tenant is on drugs and is abusive and yells at the landlord when the landlord attends the unit.

The tenant agrees that he does have a drug addition to crystal meth and is on a waiting list to get into a treatment centre. The tenant testifies that he does not do drugs on the property but goes to a friends or neighbours or just down the road. The tenant then testifies that he may have used drugs on the property but the tenant states he is now trying to clean his life up. The tenant testifies that he was building a shop out in the back of the property when the tenant and another person got into an argument. The other person started a fire which the tenant put out and that person has not come back to the rental unit. The tenant testifies that he cleaned up most of the fire damage and sanded it down but it could need a new piece of wood.

The tenant agrees he changed the locks because someone else stole the tenant's keys. The tenant testifies that when the landlord gave the tenant 24 hours written notice of entry the landlord did not appear until the day after the notice was valid and the landlord called the police. The tenant testifies that he did not restrict the landlord's access to the unit and the unit is spotless inside. The tenant testifies that there is garbage outside the property as the tenant is in the process of moving out and the tenant is waiting to get a friends truck to remove the garbage. The tenant testifies that he does not yet have new accommodation as he is waiting to get into the treatment centre first.

The tenant did not dispute the landlords claims about other damage to the unit including a broken window.

The landlord disputes the tenants claim that the house is spotless inside. The landlord testifies that the house is dirty and there are many damages caused by the tenant.

Analysis

Section 56(2) of the *Act* authorizes me to end a tenancy earlier then the tenancy would end if Notice to End Tenancy were given under section 47 of the *Act* and grant an Order of Possession for the rental unit if the tenant or persons permitted on the residential property by the tenant has done any of the following:

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- (iii) put the landlord's property at significant risk;
- (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,

(B) 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, or

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v) caused extraordinary damage to the residential property, and

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

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist to end the tenancy early. This means that if the landlord's evidence is contradicted by the tenant, the landlord will generally need to provide additional, corroborating evidence to satisfy the burden of proof.

In this matter I find the tenant agrees that a fire was stated at the back of the property as a deliberate action by a person known to the tenant who got into an argument with the tenant. I further find that the tenant agrees he uses an illegal substance and has used it at the rental unit. I further find the tenant agrees that he has not cleaned up garbage left outside the property and the tenant does not dispute the landlords other claims concerning damage to the doors, walls and a window. Consequently it is my decision that the tenant has put the landlords property at significant risk and has engaged in an 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, or that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

I find it would be unreasonable or unfair to the landlord to wait for a Notice to End Tenancy under section 47 of the *Act* to take effect and the landlord is entitled to an Order of Possession under section 56 of the *Act*.

Conclusion

The landlords' application for an Early End to Tenancy is upheld.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

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 07, 2013

Residential Tenancy Branch

