



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boni Holdings 1982 Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to the section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession. The tenants did not attend this hearing, although I waited until 3:17 p.m. in order to enable them to connect with this teleconference hearing scheduled for 3:00 p.m. The landlord's representatives attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The male landlord testified that he handed a copy of the landlord's dispute resolution hearing package and written evidence to the male tenant on May 23, 2014. The female landlord testified that she witnessed the male landlord, her husband, hand this package to the male tenant as declared by the male landlord. I am satisfied that the tenants were served with the landlord's dispute resolution hearing package including notice of this hearing on May 23, 2014, in accordance with section 89(2) of the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

### Background and Evidence

The female landlord testified that the female tenant moved into this rental unit in this rental building on November 16, 2008. The male tenant joined her in this rental unit when he moved into the premises on April 1, 2014. Monthly rent is currently set at \$815.00, payable in advance on the first of each month. The female landlord said that there remains \$115.00 in unpaid rent owing for the month of May 2014 for this tenancy. The landlord continues to hold the tenant's \$357.50 security deposit paid by the female tenant on November 17, 2008.

The landlord issued a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on May 10, 2014 and handed a copy of that Notice to the male tenant that day. At the hearing, I noted that the landlord did not fill in anything on the second page of that Notice. As such, the 1 Month Notice is of no legal effect or force.

The male landlord stated the following in the Details of the Dispute section of the application for dispute resolution:

*Tenant bothering other tenants. They are on drugs. Have spent time in jail. Begging for money. Have even tried pushing their way into suites. (The female tenant) T the principal tenant is the worse.*

(as in original)

The landlord also entered into written evidence copies of a series of letters signed by other tenants in the building describing the deteriorating behaviours and actions of the tenant(s). They also entered into written evidence a copy of an update issued by the local police department in their community in which the police were seeking assistance to locate a woman identified by the landlords as the female tenant who was involved in various thefts in their community.

### Analysis

Section 56 of the *Act* allows a landlord may make application to end a tenancy early without service of a Notice to End Tenancy when it would be unreasonable and unfair to both the landlord and the other occupants of the residential property to wait for a notice to end tenancy for cause to take effect.

Based on the undisputed written evidence and sworn testimony of the landlord's two representatives and after carefully considering the written submissions by other tenants in this building, I find that the tenants' behaviours and actions have deteriorated over the past few months to the point where they present a serious problem and risk for other tenants in this building and the landlord's representatives. While these incidents may call for the issuance of a 1 Month Notice, a number of the recent incidents involving entries into rental units and allegations of theft from other tenants has raised the conduct to a new level that is frightening to the landlords and the other tenants. I therefore find that it would be unreasonable and unfair to the landlord and his other tenants to wait for a notice to end tenancy for cause to take effect.

### Conclusion

In accordance with section 56 of the *Act*, I allow the landlord's application to end this tenancy early and grant the landlord an Order of Possession to take effect within two days of service on the tenant(s). I have given serious consideration to making this an immediate Order of Possession. However, I have decided to allow two days notice for this Order of Possession to take effect, only because of the length of time that the female tenant has been living in this rental unit. Should the tenant(s) fail to comply with

this 2-day Order, this Order may be filed and enforced as an Order of 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: May 30, 2014

---

Residential Tenancy Branch

