



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ET / OP

### Introduction

This hearing concerns the landlord's application for an early end to tenancy / and an order of possession. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is located within a 2 storey, side-by-side 4 plex. The tenant rents 1 of the 2 upstairs units. There is no written tenancy agreement in evidence for the tenancy which began in November 2009 when the landlord purchased the house from the tenant. Monthly rent of \$1,200.00 is due and payable in advance on the first day of each month. No security or pet damage deposit was collected. A 1 month notice to end tenancy for cause, and a 10 day notice to end tenancy for unpaid rent or utilities were both issued earlier this year.

In response to applications by both parties, a previous hearing was held on August 06, 2014 (file # 823174 & 822371). Both applications were dismissed with leave to reapply and the Arbitrator found, in part, as follows:

I found neither party had prepared sufficiently for the hearing so an adjournment was not appropriate to address their negligence.

Evidence submitted by the landlord includes, but is not limited to, letters from other tenants in the house. The letters set out miscellaneous concerns about the conduct and behaviour of the tenant, including repeated flooding of her unit and the unit located immediately below, uttering profanities and verbal threats, storage of an assortment of rubbish and discarded possessions in the back yard, and the alleged cutting of cable cords leading into the house. Evidence submitted by the landlord also includes a letter

from the local government authority dated June 04, 2014 in which the landlord is directed to comply with the "Unsightly Premises Bylaw," in part as follows:

Removing the discarded material, debris and rubbish from the property, including but not limited to furniture, foam, tarps and miscellaneous items as shown in the attached photos.

In the letter the landlord is also instructed as follows:

If this requirement is not complied with **within 10 days of receiving this notice**, our policy is to enact sections 9 and 11 of the Bylaw and to authorize a contractor to complete the required work at your expense. In addition, a Bylaw Notice Enforcement ticket may be issued in the amount of \$200 for first offence and \$400 for repeat offences.

No documentary evidence was submitted by the tenant, and Police have been called on numerous occasions by both parties.

During the hearing the parties agreed that while ending the tenancy would be in the best interests of both, they were unable to reach consensus around an end date.

### Analysis

Section 56 of the Act speaks to **Application for order ending tenancy early**, in part:

56(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person 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;

(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.

Based on the documentary evidence and testimony of the parties, I find that the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,” and has “seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant,” and has “put the landlord’s property at significant risk.” In the result, I find that the landlord has established entitlement to an early end to tenancy and an **order of possession**.

Section 55 of the Act speaks to **Order of possession for the landlord**, in part:

55(3) The director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

In consideration of all the circumstances surrounding this dispute, I find that the effective date of the **order of possession** is **September 30, 2014**.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **September 30, 2014**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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 27, 2014

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Residential Tenancy Branch

