



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenants on October 3, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for the early termination of the tenancy and an Order for Possession?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable on the first day of each month. The tenants paid a security deposit of \$600. The tenants were supposed to pay a pet damage deposit but they have not paid it.

The tenants failed to pay the rent for September and October.

Early Termination of the Tenancy:

The landlord seeks an early end to the tenancy based on section 56 of the Residential Tenancy Act provides that a landlord may request an Order ending the tenancy that is earlier than the tenancy would end if notice to end were given under section 47 and an order of possession if

56(2) (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;
- (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.

Analysis:

The landlord testified the rental unit is a no smoking rental unit. One of the upstairs tenants suffers from respiratory problems and has been hospitalized once because of the tenants refusal to comply with this term of the tenancy agreement. Further the evidence indicates the tenants have caused significant damage to the rental unit. Much of the damage appears to be intentional including graffiti on most walls, significant

damage to the carpet and damage to the doors and walls. I determined the landlord has established sufficient grounds for the early termination of the tenancy.

Order of Possession:

Accordingly, I granted the landlord an Order for Possession on 2 days notice. I further ordered that the tenants pay to the landlord the sum of \$50 for the cost of the filing fee such sum may be deducted from the security deposit..

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: October 17, 2014

Residential Tenancy Branch

