



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This was an application by the landlord for an order ending the tenancy on a date earlier than the tenancy would end had a notice to end the tenancy for cause been given to the tenant, and for an Order for Possession. The hearing of the application for dispute resolution was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The landlord testified that he personally served the tenant with the application and Notice of hearing. The tenant acknowledged that she was personally served with the application.

### Issue(s) to be Decided

Should there be an early end to the tenancy?  
Is the landlord entitled to an order for possession?

### Background and Evidence

Section 56 (2) of the Act permits me to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord issued a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the rental property and 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. Section 56 (3) of the Act provides that: If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

The rental unit is a nine suite apartment building in Victoria. The landlord testified that the tenant moved into the rental unit, a one bedroom apartment in June, 2014. There is no written tenancy agreement. The landlord said the rent is \$850.00 per month. He said he tried to have the tenant sign a tenancy agreement after she moved in, but he

was unable to get her to sign an agreement. The landlord testified that the tenant has not paid rent for several months.

The landlord received a letter from the Victoria Police Department dated October 14, 2014. The letter set out a chronology of police attendances at the landlord's rental property that has caused the police to identify the rental property as: "one of the top problem houses in Victoria for drugs and property crimes."

According to the police report on July 17, 2014 the police executed a search warrant at the rental unit. They located illicit narcotics in the rental unit as well as stolen property and mace. There were five other people present with the tenant, all of whom are known to the police. The police contend that the rental unit is being used by known drug dealers.

The landlord testified that this morning, before the hearing, he was called to attend at the rental property by an occupant. The landlord testified that he had to transport a person to the hospital who had been injured in an assault at the rental property and the injured person had been present in the rental unit just prior to the assault.

The tenant acknowledged at the hearing that the police did attend at the rental unit on July 17<sup>th</sup>. She said that there were five people present because she was having a dinner party and she said that the police might have found some marijuana during their visit, but she said that they were just checking to see if she was alright.

The tenant said she has always paid rent. She said the rent payments were made in cash to the landlord. She claimed that she made a rent payment to the landlord at the end of October for November's rent. She could not remember the date of the payment; she thought it might have been on October 26<sup>th</sup>. She said that she gave the landlord \$700.00 in cash outside the rental unit when she met the landlord who was in his car outside the rental property. The tenant also testified that she is planning to move out of the rental unit at the end of November and she has prepared a Notice to give to the landlord to tell him she is moving.

The landlord said that he has not received any rent payments from the tenant for several months and said that there was absolutely no truth to her assertion that she recently gave him a \$700.00 cash payment. He testified that the problems at the rental unit are continuing even on the day of this hearing. For safety of other occupants the landlord requested that there be an early end of tenancy and an immediate order for possession of the rental unit.

### Analysis

I prefer the evidence submitted by the landlord to that of the tenant. The tenant's evidence as to the events that supposed took place when the police executed a search warrant at the rental unit on July 17<sup>th</sup> are not believable. Her suggestion that the police just came to check to see if she was alright during a dinner party that she was hosting is not credible. The tenant's evidence that she made a cash payment to prepay rent for November also is not believable. She could not recall the date of the supposed payment and I find it extremely unlikely that she would not insist on a receipt for such a prepayment of rent. I accept the landlord's testimony that there are serious drug and crime problems at the rental unit and that the rental unit is one of the locations of the problem in the rental property. The tenant's bald denials that there were any problems with her tenancy were unconvincing.

### Conclusion

The evidence of the landlord has satisfied me that the tenant and her guests have significantly interfered with or unreasonably disturbed the other occupants of the rental property and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and 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 to take effect. Accordingly I order the tenancy to be at an end effective today, November 5, 2014 and I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order 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: November 05, 2014

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Residential Tenancy Branch

