



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET FF

### 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 the tenant called in and participated in the hearing. The tenant did not call in and did not participate. The landlord testified that she served the tenant with notice of this application by posting the application and Notice of Hearing to the door of the rental unit on April 28, 2015.

### Issue(s) to be Decided

Should there be an early end to the tenancy?

### Background and Evidence

The rental unit is a house in Surrey there is a separate coach house rental unit on the rental property that is occupied. The tenancy began in March, 2015. The tenancy agreement provides that the tenancy would commence on March 15, 2015, but the tenant and other occupants moved into the rental unit on March 8<sup>th</sup>.

The landlord testified that because of the tenant's conduct and that of other occupants of the rental unit, she has applied for an early end of tenancy.

The landlord testified that in early April several RCMP officers smashed open the door to the rental unit after receiving a report of an assault occurring in the rental unit. Later they executed a search warrant and searched the premises for evidence related to the report. The landlord said that there is other damage in the rental unit, in addition to the damaged door; there are several holes in the drywall and a damage interior door. The landlord is concerned because the tenant and other occupants have been smoking in

the rental unit. The landlord has received complaints from her tenant who lives in the coach house and from neighbours about a large number of men coming and going from the rental unit at odd hours. The landlord's coach house tenant has said that he feels insecure in his unit because of police presence and the traffic of strangers coming to and from the property.

Apart from the damage to the rental property, the police presence and the smoking problems, the landlord said that the tenant has refused to communicate with her and has stopped paying rent or utilities. The landlord received only a partial payment for April and no payments for May; her attempts to communicate with the tenant have been ignored or rebuffed. The landlord has had to replace the entrance door to the house at her own expense.

### Analysis and Conclusion

Section 56 (2) of the *Residential Tenancy 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, or has seriously jeopardized the health or safety or the 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 [*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.

I find that some of the matters complained of by the landlord, while they would support a one month Notice to End Tenancy for cause do not constitute a proper basis for granting an early end of tenancy; these include smoking in the rental unit.

Other matters raised by the landlord's representative are more serious. Events resulting in the police attendance and forcible entry to the rental unit have put the landlord property at risk and jeopardized the health and safety of other occupants. The occupant of the coach house has told the landlord that he feels insecure and threatened as a result of the events and the frequent visitors to the rental property. The landlord's neighbours have also sought out the landlord to complain about the occupants of the rental unit.

The circumstances stated by the landlord and the fact that the tenant is now refusing to communicate with the landlord has satisfied me that the tenant or other occupants of the rental unit have seriously jeopardized the health or safety or a lawful right or interest of the landlord and have significantly interfered with or unreasonably disturbed other occupants 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, May 14, 2015 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: May 14, 2015

---

Residential Tenancy Branch

