



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code: ET

Introduction:

This is the Landlord's application for an early end to the tenancy and an Order of Possession.

Both parties signed into the teleconference and gave affirmed testimony at the Hearing.

The Landlord's agent testified that he mailed the Notice of Hearing and copies of the Landlord's documentary evidence to the Tenant, by registered mail, on May 14, 2015, at 2:19 p.m. The Landlord's agent provided the tracking numbers for the registered mail.

I described the Landlord's evidence to the Tenant, who acknowledged service of the Notice of Hearing and documentary evidence.

The Tenant did not provide any documentary evidence.

Issue to be Determined:

Has the Landlord shown that there is cause to end this tenancy and that it would be unreasonable or unfair to wait for a one month Notice to End Tenancy under the Act to take effect?

Background and Evidence:

The Landlord's agent gave the following testimony:

The Landlord's agent stated that the Tenant had a series of "wild parties" at the rental unit which caused five other occupants to file complaints. On May 13, 2015, the Landlord issued a One Month Notice to End Tenancy for Cause. The Landlord's agent stated that after the Notice was issued and served, the Tenant had a "demolition party".

The Landlord's agent stated that the Tenant is responsible for vandalism in the rental property and that a fire door and windows were broken. He stated that the Tenant

made no effort to clean up the broken glass on the rental property and that the Landlord's on site manager had to clean it up and put up a board across the window.

The Landlord's agent stated that 5 police cars attended at the rental property as a result of the Tenant's parties. He testified that illicit drugs and underage drinking occurred at the parties.

The Tenant gave the following testimony:

The Tenant did not dispute the Landlord's testimony, except to say that she did not break the window and that it must have been someone else who was at the party who broke it.

The Tenant stated that she has already paid rent for the month of June, 2015.

The Landlord's agent gave the following reply:

The Landlord's agent stated that if he was able to re-rent the rental unit prior to the end of June, 2015, he would reimburse the Tenant for the pro-rated amount of rent from the date it rents out to June 30, 2015.

The Landlord's agent asked that the Decision and Order be faxed to the Landlord's office.

Analysis:

In making an application for an early end to this tenancy the Landlord has the burden of proving that there is cause for ending the tenancy early, such as unreasonably disturbing other occupants; seriously jeopardizing the health and safety or lawful right or interest of the landlord or another occupant; and placing the landlord's property at significant risk. The Landlord must also satisfy me that it would be unreasonable or unfair to the Landlord or other occupants to wait for a one month Notice to End Tenancy for cause under Section 47 of the Act to take effect.

The Tenant did not dispute the Landlord's agent's testimony. With respect to the broken window, a tenant is responsible for the actions of persons permitted in the rental property by that tenant. I find that the Tenant is ultimately responsible for the broken window.

Based on the affirmed testimony and documentary evidence of the Landlord, I am satisfied that the Landlord has proven that the Tenant has seriously jeopardized the health and safety or lawful right or interest of the Landlord or another occupant; and placed the Landlord's property at significant risk and that it would be unreasonable or

unfair to the Landlord and the other occupants of the building to wait for a one month Notice to End Tenancy for cause to take effect.

I order that the end-of-tenancy date is today, June 2, 2015, and find that the Landlord is entitled to an Order of Possession effective **2 days after service of the Order upon the Tenant**.

The Landlord is directed to provide the Tenant with a copy of this Decision when serving the Tenant with the enclosed Order of Possession.

Conclusion:

I hereby provide the Landlord an Order of Possession **effective two days from service of the Order upon the Tenant**. This Order must be served on the Tenant and 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: June 02, 2015

Residential Tenancy Branch

