



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order to end tenancy early and obtain an order of possession.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on October 28, 2015, a copy of the Canada post tracking number was provided as evidence of service. The tenant did not appear.

The Canada post track history indicated that the tenant signed for the package on October 29, 2015.

I find that the tenant has been duly served in accordance with the Act.

Issue to be Decided

Is the landlord entitled to end tenancy early and obtain an order of possession?

Background and Evidence

The tenancy began on May 1, 2014. Rent in the amount of \$2,500.00 was payable on the first of each month. Filed in evidence is a copy of the tenancy agreement.

The landlord testified the tenant BT shared the rental accommodation with his brother DT. DT is not a tenant under the tenancy agreement and has simply resided in the rental unit as an occupant. The landlord stated that DT and the tenant had a physical altercation and the tenant DT has vacated the rental unit and gave them notice to end the tenancy, which was effective September 16, 2015.

The landlord testified that the tenant has failed to return vacant possession of the property to the landlord, as the occupant DT has failed to vacate and is causing damage to the property.

The landlord testified that the occupant DT has also assault the female landlord when they slammed the door on her arm, crushing her arm which required medical treatment.

The landlord's testified that they are also suffering extreme financial loss as the rent has not been paid since September 2015, when BT vacated the premises and they are unable to meet their financial obligations.

In support of the landlord is documentary evidence:

- the tenancy agreement, DT is not a tenant under the Agreement;
- Request to cancel tenancy from the tenant BT;
- A mutual agreement to end the tenancy;
- A police report from the RCMP;
- A letter from the health authority showing the female landlord forearm was crushed in the door;
- Extensive photographs showing the condition of inside the rental unit, which there are holes in the wall, massive amount of garbage and furniture are toss thorough the premises; and
- Extensive photographs showing the condition of the exterior of the property.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one month notice to end tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a one month notice to end tenancy.

In this case, the tenant BT ended the tenancy and has vacated the rental unit; however, the tenant BT did not give vacant possession of the premise to the landlord as required, as the occupant DT has failed or refused to vacate.

DT is not a tenant under the tenancy agreement and is an occupant. DT has no legal rights to the rental premises. DT is causing damage to the premises, has assaulted the landlord by crushing her arm in the door, and the landlord is suffering a financial loss as no rent has been paid since the tenant BT vacated.

Based on this conclusion, I find that the landlord has established sufficient cause to end this tenancy. I further find it would be unreasonable to wait for the effective date of a one-month notice to end tenancy for cause.

Therefore, I grant the landlord an **IMMEDIATE** order of possession, which DT or any other occupant must leave, as they have no legal right to be in the rental unit. A copy of this order must be served on the tenant.

This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court.

Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the *Act* is granted.

The landlord is granted an **IMMEDIATE** order of possession and a monetary order in the above amount.

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 27, 2015

Residential Tenancy Branch

