



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant, M.S. attended the hearing via conference call and provided undisputed affirmed testimony. The tenant, C.L. did not attend.

The landlord's agent (the landlord) provided undisputed affirmed testimony that both tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 18, 2016. The landlord has submitted in support of this a copy of the Canada Post Customer Receipt Tracking Number as confirmation. The tenant, M.S. confirmed receipt of the notice of hearing package and the submitted documentary evidence. Neither tenant submitted any documentary evidence.

The landlord also stated that 2 of the 3 submitted evidence packages were not served to the tenants. I find as the landlord has failed to provide 2 of the 3 submitted documentary evidence packages to the tenants that these 2 packages are excluded from consideration for this hearing. The landlord offered no objections, stating that the contents were also supplied in the 1 package received by the tenants.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?
Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

No signed tenancy agreement was provided by either party although the landlord stated that a signed agreement was made. The landlord stated that there is a "no smoking" condition of the tenancy agreement.

The landlord seeks an early end the tenancy due to:

- Drug dealing within the unit.
- Continual smoking of both cigarettes and marijuana in the unit.
- Use of Drugs within the unit.
- Aggressive and harassing behaviour between the two tenants causing the co-tenant, M.S. to fear for her safety and flee the residence.

The landlord stated that he has received complaints for the neighboring rental units regarding smoke. The landlord stated that she is also in receipt of numerous complaints of smoking regarding both cigarettes and marijuana at the rental unit.

The landlord also provided undisputed testimony of complaints regarding aggressive and threatening behaviour of the tenant, C.L. against the tenant, M.S. The tenant, M.S. has stated that she suffers from anxiety issues and that prior to this incident only had 2 anxiety attacks in her life. The tenant, M.S. stated that the tenant, C.L. was aware of this and purposely began aggressively in a provoking manner to harass her. The tenant, M.S. has stated that this has caused her to flee the residence for fear of her safety. The landlord provided testimony that the tenant, C.L. has prevented the tenant, M.S. from a lawful right of occupying the rental unit in quiet enjoyment. The tenant, M.S. provided undisputed affirmed testimony that the tenant, C.L. was using and well and selling drugs within the rental unit.

The landlord has submitted in support of the application 72 pages of documentary evidence of the tenant, C.L.'s behaviour and actions. The landlord relies upon the submitted emails from other tenants documenting the tenant's behavior and actions. The landlord has also referred to complaints received from 6 of the 8 units regarding smoke and noise.

The tenant, M.S. confirmed much of the landlord's claims stating that she suffers from anxiety attacks brought on by the aggressive behaviour of C.L. The tenant, M.L. has

vacated the rental unit citing the behaviour and actions of the other tenant, C.L. as unreasonable and disturbing behaviour.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - 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
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

In this case, I accept the undisputed affirmed evidence of the landlord and that of the other tenant, M.S. that the tenant C.L. is seriously jeopardizing the lawful right of the landlord and that of the other tenant, M.S. The tenant, C.L. is causing through her actions significant disturbance and unreasonable interference with the landlord and the other occupant of the rental unit. As such, I find that the landlord has established a claim for an early end to the tenancy. The landlord is granted an order of 2 day order of possession.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an early end to the tenancy with an order of possession. The tenants must be served with the order. Should the tenants fail to comply, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is granted a monetary order for \$100.00 for recovery of the filing fee. This order must be served upon the tenants. Should the tenants fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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: August 26, 2016

Residential Tenancy Branch