



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ET

Introduction

This matter was convened in response to an application by the landlord pursuant to Section 56 of the *Residential Tenancy Act* (the Act) for an early end to the tenancy and to obtain an order of possession.

The landlord attended the hearing by conference call and gave undisputed evidence. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package and the submitted documentary evidence by posting same to the tenant's door with a witness. The landlord has provided a copy of a proof of service document as confirmation. As such, I am satisfied that the tenant has been served with the notice of hearing and documentary evidence in accordance with Section 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession as afforded by Section 56 of the Act, ending the tenancy earlier than the tenancy would end if notice were given under Section 47 for cause?

Background and Evidence

This tenancy started August 1, 2016 as a written tenancy agreement and addendum for a fixed term tenancy for 3 months and provision that the tenant will vacate at the end of the fixed term

on November 1, 2016. The monthly rent is \$500.00 payable on the 1st of each month and a security deposit of \$250.00 was paid. The tenancy agreement is for a *loft* on the residential property and stipulates is inclusive of 1 parking area for 1 vehicle, which in this matter is a motor home (RV). The landlord provided the agreement into evidence.

The undisputed testimony and supporting evidence of the landlord purports that the tenant, by their conduct, is indifferent to the landlord and the provisions of the tenancy agreement. The landlord also testified that the tenant's behaviour toward the landlord is hostile and antagonistic; and that they have also assaulted the landlord. On October 01, 2016 the police purportedly attended as a result, although no charges were laid and the parties referred to this forum.

The landlord provided a series of photographs / image evidence depicting the residential property strewn with an abundance of the tenant's articles and cast offs, and assumed refuse, and what the landlord described as their "garbage". The same evidence depicts the tenant's motor home, which the landlord stated is occupied by the tenant and their guests, contrary to the tenancy agreement. As well the landlord testified and supported with photographs that the tenant is unlawfully routing raw sewage and human waste into the storm sewer and has also routed the waste into a neighbour's property. The landlord testified and provided supporting photograph evidence that the tenant's conduct is also attracting rodents (rats). The landlord testified that the neighbours, "hate us" for what is happening in their midst. The landlord also testified that they understand it is a matter of time until local government takes enforcement action resulting from the unlawful waste disposal by the tenant.

Analysis

It must be noted that the tenancy agreement reflects that the tenancy legally ends in 12 days. Regardless of which, Section 56 of the *Act* allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1 Month Notice to End Tenancy for Cause, if the landlord has cause to end the tenancy and that 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 to be effective. Based on all the evidence provided in this matter, I find the landlord has established the tenant has;

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, and*
- *seriously jeopardized the lawful right of another occupant, and*

- *put the landlord's property at significant risk.*

I am also satisfied and find that the circumstances in this matter establish that it would be unreasonable and unfair to the landlord and other occupants of the residential property to wait for a Notice to End tenancy issued under Section 47 to take effect.

I find that the tenancy will end as of this date. The landlord is entitled to an immediate Order of Possession. I grant the landlord an Order of Possession effective **two days from the day it is served on the tenant**. This Order must be served on the tenant and, if necessary, is enforceable. The Order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is granted an early end to the tenancy and an order of possession.

This Decision is final and binding on both parties.

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: October 19, 2016

Residential Tenancy Branch