



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

atter regarding NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

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 January 26, 2018, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

At the outset of the hearing the landlord's agent stated that they were told by the tenant's legal counsel that the tenant would not be returning; however, they want to obtain an order of possession to ensure the tenant does not return.

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, 2011. Rent in the amount of \$792.07 was payable on the first of each month. A security deposit of \$345.00 was paid.

The landlord's agent testified that they seek to end the tenancy early and obtain an order of possession due to an incident that occurred on January 21, 2018.

The landlord's agent testified that on January 21, 2018, they were informed that the tenant broke into another rental unit, and was found in the other occupants bedroom. The agent stated that the tenant was arrested by the police and criminal charges were laid. Filed in evidence is a statement from the occupant, email correspondence with police and a Court Service Online report.

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 broke into another rental unit. I find this is an illegal act, which significantly interfered with the lawful right of the other occupants.

I have also considered whether it would be unreasonable or unfair to the landlord to wait for a one month notice to end tenancy to take effect. In this case, the tenant broke into another occupants home and was found in their bedroom. I find it would be unfair to the other occupant to wait for a one month notice to end tenancy to take effect. I grant the landlord's application to end this tenancy early.

Therefore, I grant the landlord an order of possession effective **two (2) days** after it is served upon the tenant. This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court.

As the landlord has been successful with their application, I find the landlord is entitled to recover the cost of filing fee from the tenant in the amount of \$100.00. I authorize the landlord to deduct the amount of \$100.00 from the tenant's security deposit in full satisfaction of this award.

Conclusion

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

The landlord is granted an order of possession and can keep the amount of \$100.00 from the tenant's security deposit to recover the cost of the filing fee.

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: February 22, 2018

Residential Tenancy Branch