



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on September 18, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession pursuant to section 56 of the *Act*; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Notice of a Dispute Resolution Proceeding package was served on the Tenant in person on September 18, 2019. In the absence of evidence to the contrary, I find the Tenant was served with and received these documents on September 18, 2019, in accordance with the Standing Order of the executive director of the Residential Tenancy Branch made on May 24, 2019. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The Landlord confirmed the tenancy began on July 1, 2019. Rent in the amount of \$1,350.00 per month is due on the 25th day of each month. The Tenant paid a security deposit in the amount of \$700.00, which the Landlord holds. The Tenant shares the rental unit with a co-tenant.

The Landlord wishes to end the tenancy. The Landlord testified that there have been numerous issues with the Tenant since the tenancy began. These have been disruptive to other occupants of the rental property. Specifically, the Landlord testified the Tenant has an unreasonable number of occupants/boyfriends in the rental unit. In addition, the Landlord testified that the Tenant engages in illegal drug activity in the rental unit, suggesting the use of cocaine. Further, the Landlord testified the Tenant and her co-tenant argue frequently and disturb the other tenants in the building. These arguments have been significant and furniture has been damaged. Finally, the Landlord testified that on September 24, 2019 the Tenant's boyfriend physically assaulted the co-tenant. The Landlord testified that he attended the rental unit a short time later and saw the aftermath. Police were called to and attended the scene.

The Tenant did not attend the hearing to dispute the Landlord's testimony.

Analysis

Based on the unchallenged documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*.

The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) The tenant or a person permitted on the residential property by the tenant has done any of the following:*
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) put the landlords property at significant risk;*
 - (iv) engaged in illegal activity that*
 - (A) has caused or is likely to cause damage to the landlord's property,*
 - (B) 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*
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) caused extraordinary damage to the residential property, and*
- (b) 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 under section 47 [landlord's notice: cause] to take effect.*

[Reproduced as written.]

In this case, I find that the assault on the co-tenant by the Tenant's boyfriend significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. In these circumstances, I also find it would be unreasonable or unfair to the Landlord to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated, on a balance of probabilities, an entitlement to an order of possession, which will be effective one (1) day after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective one (1) day after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: September 26, 2019

Residential Tenancy Branch