



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

ET & FF

Introduction

This hearing dealt with an application by the landlord seeking to end this tenancy early pursuant to section 56 of the *Act*. The landlord had a witness attend the hearing; however, the witness wished to remain anonymous and as a result I have not considered the evidence presented by the witness. The tenants appeared for the hearing 30 minutes late and as a result did not hear the oral evidence presented by the landlord. However the tenants were provided an opportunity to be heard and to respond to the written and photographic evidence submitted by the landlord.

The tenants also sought to introduce evidence, in the form of a tape recorded conversation, into this proceeding. The tenants had not served this evidence to the landlord or the residential tenancy branch prior to the hearing and on this basis I denied the tenants' request to introduce this evidence.

Issue to be Determined

Has the landlord established the grounds to end this tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

This tenancy began on November 1, 2008 for the monthly rent of \$750.00 and a security deposit of \$375.00 paid on November 10, 2008.

The landlord filed this application after conducting an inspection of the rental unit on March 15, 2009. There is no dispute that the landlord provided proper written notice to conduct the inspection. The landlord stated that the written notice to inspect was returned to him and written on the paper was the direction not to enter the rental unit.

The landlord decided to have a witness attend the scheduled inspection with him. This individual appeared as a witness for this hearing but would not identify himself. As a result I have not considered his statements.

The landlord provided a written statement and photographs which he alleges supports the following:

- That the tenants have removed the stove in the rental unit without the landlord's knowledge or consent;

- The tenants have barricaded a joining door to the rental unit and the landlord's portion of the house with a 2X4 board and shovels and in the process have damaged the landlord's property;
- During the conduct of the inspection of the rental unit the tenants were verbally abusive and aggressive; and
- During the confrontation the tenants allegedly admitted to changing the locks to the rental unit without the consent or permission of the landlord and have not provided the landlord with a duplicate key.

The landlord also stated that the tenants have failed to pay rent for two months and have continued to threaten him and his family. The landlord seeks an early end to this tenancy on the basis that the tenants have damaged the rental unit, have jeopardized the landlord's lawful rights and interest in the property and have breached the tenancy agreement and *Act* by changing the locks without permission, barricading a door in the rental unit and failing to pay rent.

The tenants appeared for the hearing thirty minutes into the landlord's testimony. The tenants claim that they have completed renovations for the landlord and he has failed to pay them money owed for this work. As a result the tenants have withheld their rent. I explained to the tenants that they cannot withhold rent pursuant to section 26 of the *Act*.

The tenants deny all the allegations of the landlord, except for barricading the joining door. The tenants explained that they are fearful that if a burglar accesses the landlord's portion of the rental unit then they would easily kick down the joining door. However, the tenants also stated that they have an alarm system and rarely leave the rental unit. The tenants also argued that there is very little damage and it can easily be repaired.

The tenants stated that there was no stove provided when they moved into the rental unit and that they don't cook so it has not been an issue. They deny removing the landlord's stove. The tenants also stated that the landlord has actually lost his original key to the rental unit and refuses to allow the tenants to give him a new copy. The tenants deny changing the locks to the rental unit. Finally the tenants denied being verbally abused or physically aggressive with the landlord at anytime including during the inspection on March 15, 2008. The tenants did concede that when they received written notice of the inspection they returned the paper with comment that the landlord should not enter.

Analysis

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 tenants have 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.

There was very little evidence on which to determine the issue before me; however, based on the photographic evidence submitted by the landlord I place more weight on the oral testimony of the landlord than the testimony of the tenants. I also place less weight on the evidence of the tenants as I found their evidence to be inconsistent and

unreasonable. For example, I found the tenants statements about being concerned about a possible intruder very unreliable given their subsequent statements that they have an alarm system and rarely leave the rental unit. I find it more likely than not that the relationship, for some reason, between the landlord and the tenants is poisoned and led to actions such as changing the locks without permission and barricading the joining door. Despite the reasons for the deterioration of the relationship, I find that the tenants have significantly breached the tenancy agreement and the *Act* by taking the actions they have. I accept that the tenants have failed to pay rent for over two months, have changed the locks to the rental unit, removed the landlord's property and barricaded the joining door. Based on these conclusions I find that the landlord has established sufficient cause to end this tenancy.

Next I have considered whether it would be unreasonable or unfair to the landlord to wait for a one month Notice to End Tenancy to take effect. I have accepted that the tenants have damaged the rental unit and failed to pay rent. I also accept that the tenants interfered with the landlord's lawful right to inspect the rental unit. Based on these conclusions I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. The relationship is deteriorating and escalating with the possibility for the landlord suffering further loss or damage. I grant the landlord's application to end this tenancy early.

I grant the landlord an Order of Possession effective **two (2) days** after it is served upon the tenants. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

I have granted the landlord's application to end this tenancy early pursuant to section 56 of the *Act* and I have issued the landlord an Order of Possession. I also Order that the landlord may recover the \$50.00 filing fee paid for this application by deducting this sum from the tenants' security deposit plus interest.

Dated March 24, 2009.

Dispute Resolution Officer