

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking to end the tenancy earlier than the tenancy would end if Notice to End Tenancy were given for cause and to obtain an order of possession.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Should the tenancy end earlier than the tenancy would end if a Notice to End Tenancy were given for cause?

Background and Evidence

The Landlord and the Tenant are involved in several disagreements. They have another hearing in the near future regarding monetary claims and the Tenant's Application for Dispute Resolution to cancel two different Notices to End Tenancy. One of these Notices has an effective date of October 31, 2009. The hearing is scheduled in November of 2009.

This hearing arises from incidents which occurred October 11, 2009. The Landlord claims the Tenant's spouse became upset and threatened him and his family with harm.

The rental unit is a basement suite in the Landlord's residential property. Both parties have children in their respective homes.

The Landlord claims the Tenant's spouse was pounding on the door between the rental unit and the Landlord's residence. The Landlord called the police and the police attended and apparently warned the Tenant's spouse to quiet down. The police were called out again that evening by the Landlord, after the Tenant's spouse allegedly threatened the Landlord with a bomb. The Tenant's spouse was apparently arrested but was released and returned to the rental unit.

The Landlord claims the police told him that the Tenant's spouse was not allowed back to the property. The Tenant claims the police drove him back to the rental unit and told him not to have contact with the Landlord.

The following morning the Landlord's spouse saw the Tenant's spouse on the property. The police were called and apparently were told that the Tenant's spouse did not live on the property. The police released the Tenant's spouse when the Tenant explained to the police that her spouse did in fact live in the rental unit with her.

The Tenant alleges the Landlord has fabricated portions of the incidents due to the upcoming claim the Tenant has made against the Landlord. Nevertheless, the Tenant's spouse admitted to pounding on the Landlord's door. He testified that this was due to the noise the Landlord and his family were making. He acknowledged there had been quite a disturbance and the police had to attend on three different occasions.

The Tenant claims she intends on moving out on November 5, 2009, and would move out on October 31, 2009, but only if the Landlord would agree to return all her security deposit and pet damage deposit. During the hearing the Landlord admitted he had been charging the Tenant \$50.00 per month for having a pet in the unit, rather than taking a pet damage deposit up front. The Landlord is also concerned about potential damage to the unit and outstanding hydro bills the Tenant owes him. They were unable to negotiate a resolution to this portion of the dispute during the hearing.

There was substantial evidence presented on other issues between the parties in the hearing, however, I found this evidence would be more appropriately heard in the upcoming hearing regarding monetary claims.

Analysis

Based on the foregoing, the relevant evidence and testimony, and on a balance of probabilities, I find that a person permitted on the property by the Tenant has significantly interfered with and unreasonably disturbed the Landlord.

Therefore, I find the tenancy should end earlier than if a Notice to End Tenancy for cause was issued for these incidents. I am satisfied that it would be unreasonable and unfair to the Landlord and other occupants to wait for another Notice to End Tenancy under section 47. I am convinced that this tenancy must end due to these disturbances and the inability of these parties to reside amicably in the same residential property.

I strongly suggest that the parties resolve the security and pet deposits, and other outstanding bills owed, prior to the end of the tenancy.

This could be resolved with a simple accounting of monies exchanged between the parties and amounts that are still due.

They still have a future hearing to deal with these issues, should they be unable to resolve the financial portion of the dispute.

Lastly, I grant and issue the Landlord an order of possession for the rental unit, effective at **1:00 p.m. October 31, 2009**.

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 21, 2009.

Dispute Resolution Officer