



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ET, FF

Introduction

This is the Landlords' Application for Dispute Resolution, under section 56 of the Act, seeking an order to end the tenancy earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 and to obtain an order of possession for the rental unit.

The Landlords appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The Landlords were assisted by legal counsel and an advocate.

In evidence the Landlords submitted an Affidavit of Service from a process server, who declares the Notice of this Hearing and the evidence of the Landlords were personally served on the Tenant on August 19, 2010. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served, in accordance with the Act.

Issues(s) to be Decided

Should the tenancy end early and an Order of Possession be granted to the Landlords?

Background and Evidence

The affirmed testimony and supporting evidence of the Landlords is that the Tenant is putting the health, safety and lawful rights of other residents and the Landlords at risk, and has significantly interfered with and unreasonably disturbed other occupants and the Landlords. The Landlords also submit that the rental unit is suffering extraordinary damages due to the Tenant's actions, or due to the actions of people the Tenant has allowed in.

The Landlords testified that the Tenant has been heard many times by themselves and other residents yelling, swearing and uttering threats of physical harm to another occupant of the rental unit, and to one of the Landlords. One of the Landlords has become fearful that the Tenant will do her physical harm, due to the Tenant's threats and violent outbursts. The Landlord testified that the Tenant has stood outside her residence and yelled and swore loudly about breaking the door down.

The Landlords report that since the start of the tenancy, in May of 2010, there have been three police attendances at the rental unit to deal with disturbances from the Tenant.

In late July of 2010, the Landlords became concerned about smashing noises they heard in the rental unit and issued the Tenant a 24 hour notice that they were inspecting the rental unit. Upon inspection, the Landlords found the Tenant had damaged a kitchen cabinet and broken a window in the rental unit.

The Landlords have served the Tenant with a one month Notice to End Tenancy for cause in July of 2010, and a 10 day Notice to End Tenancy for unpaid rent in August of 2010. The Tenant has not disputed either Notice to End Tenancy, did not pay rent for August of 2010 and has indicated to the Landlords he will not be leaving the rental unit under these Notices.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenant has breached the Act and tenancy agreement by causing extraordinary damage to the rental unit and by unreasonably disturbing the Landlords and other residents at the rental property.

I am also satisfied that it would be unreasonable and unfair to the other residents and the Landlords to wait for another Notice to End Tenancy to take effect.

Therefore, I grant the Landlords an order of possession effective at **1:00 p.m. August 28, 2010**. This order may be enforced in the British Columbia Supreme Court.

The Landlords may keep \$50.00 from the security deposit held to recover the cost of the filing fee for the Application.

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: August 27, 2010.

Dispute Resolution Officer