



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an ET which is end the tenancy early, obtain an Order of Possession, and for a Monetary Order to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation and or tenancy agreement?
2. If so, has the Landlord met the burden of proof to end this tenancy immediately, without notice, pursuant to section 56 of the *Residential Tenancy Act*?

### Background and Evidence

The parties entered into a written fixed term tenancy agreement that began on September 3, 2011 and was set to expire on June 14, 2012, at which time the Tenant is required to vacate the property. The Tenant was allowed to occupy the unit as of September 2, 2011. Rent is payable on the first of each month in the amount of \$800.00 and the Tenant has paid \$200.00 towards the required \$462.00 security deposit. The rental unit in dispute is a cabin that is located on a one acre waterfront property along with a large five bedroom house.

The Agent affirmed that this Tenant has committed a series of breaches in this the first month of his tenancy. She has given him reminders of the terms of his tenancy which results in more breaches. The Tenant has never been willing to talk as he only yells his responses to her. On September 7, 2011 a 1 Month Notice was served to the Tenant and he continued to commit breaches. On September 17, 2011 she was at the property with Agent-2, working at the large house and they noticed as large structure that had

been erected and a hole in the ground piled up with wood which appeared to be a fire pit. They went down and spoke with someone who appeared to be a DJ who informed them they were there setting up for a birthday party. The DJ advised the Tenant would be at the property shortly so they went back up to the large house and awaited his return. When the Tenant attended the Agent informed him that as per his tenancy agreement he was not to have large parties, and he was not allowed to have a fire in this hole as it was too close to the large house. This discussion escalated to the point where the Tenant threatened both the Agent and Agent-2 which included swearing, yelling, and threats which included, among other things, "You think I wouldn't go to jail for getting you back". This incident ended when the person they referred to as the DJ grabbed the Tenant and pulled him away as the Tenant continued yelling and screaming at them. The Agent stated that they immediately went to the police station to file a complaint; Agent -2 drove while she wrote down what the Tenant yelled at them. They provided copies of the typed statements submitted to the police in their evidence. The Tenant was verbally abusive and physically intimidating and she feared that he was very close to taking it to a physical level. She felt threatened.

Agent-2 affirmed that she too felt threatened and that she found the Tenant's language to be very threatening to the point where she does not feel comfortable being at the property alone. She confirmed the Agent's testimony and what was said in her written statement that was provided in evidence.

The Tenant affirmed that he had arranged to host a birthday party September 17, 2011, at the rental property but that he had permission from the male property manager to do so and he also had a permit. He alleged that he had only ever dealt with a male property manager relating to his tenancy and no one else. He alleged that the Agent and Agent-2 were always at the property and confirmed he had verbal disagreements with them about different things and he told them both he did not want them around his place. When asked if there was an altercation that took place on September 17, 2011 between him and the two Agents he said, "disagreement – absolutely". When asked what was said he advised that he was irritated and there were verbal comments thrown at each other by both parties. He said that he believed the Agents have a "hate on for me". When asked if he had breached the tenancy agreement he said it was agreed that he could keep his cat because it was declawed and that the pet deposit was waved. He stated again that he only dealt with the male property manager and the last time he spoke with him was around September 7<sup>th</sup> or September 8<sup>th</sup>.

The Landlord affirmed the male property manager had finalized the tenancy agreement with the Tenant however he initiated the discussions with the Tenant and his roommate when they were first inquiring about renting the large house. He informed the Tenant

and roommate during this discussion of the rules and requirements of the tenancy agreement so the Tenant knew full well that parties were not allowed and that pets were not allowed. He also pointed out that the Tenant had contradicted himself when he stated that he had last spoken to the male property manager September 7<sup>th</sup> or 8 yet he said that is who gave him permission to have a party ten days later.

The Landlord stated that his Agent has worked for him on and off for a period over two years and during that time he has found her to be credible and reliable. He believes her and Agent-2 when they tell him how concerned they are about this Tenant and that he too is concerned with the actions he may take. He has e-mail confirmation from the male property manager that the Tenant was told that his cat could not reside at the rental property and that the Tenant was sent the cat to stay elsewhere.

The Landlord is requesting an immediate order of possession for the following reasons:

- This tenancy is less than 30 days old and the Tenant has committed several material breaches; and
- He went ahead with the party September 17, 2011 even after being instructed not to; and
- He had a bon fire in a pit right next to the Landlord's home, the large house and put the house at risk of burning down even after being instructed not to; and
- He has threatened his staff; and

- Based on his written statements submitted for future hearings believes he should not have to pay and will not pay October 2011 rent; and
- The Tenant has not paid the security deposit in full; and
- The Tenant has caused so much trouble within the first three weeks of the tenancy; and
- The only way to ensure the safety of the cabin, the large house, the Landlord's possessions and the property, is to have him evicted immediately as he fears the Tenant will cause tremendous damage

The Tenant confirmed he had met and discussed tenancy requirements with the Landlord prior to renting the cabin and he did go ahead with hosting the party. He advised that he was not disputing the Landlord's request for an immediate Order of Possession because he has pretty much moved out. He stated he left the patio door unlocked and the unit unsecured even though he still has some possessions in the unit and still possesses one set of keys to the rental unit.

Each party provided new service addresses as noted on the first page of this decision.

### Analysis

In making an application for an early end to this tenancy the Landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at significant risk, and by proving that it would be unreasonable or unfair to the Landlord or other occupants to wait for a one month Notice to End Tenancy for cause under section 47 of the *Act* to take effect.

I make these findings as I am satisfied that the Tenant has seriously jeopardized the health and safety of the Landlord's Agents and has put the Landlord's property at significant risk based on the events of September 17, 2011.

After careful consideration of the evidence before me, I am satisfied that the Landlord has met the burden of showing that it would be unreasonable or unfair for a one month Notice to End Tenancy to take effect. I am satisfied that there is cause to end this tenancy pursuant to section 47 of the *Act* and I find that given the circumstances it would be unfair or unreasonable for a one month Notice to End Tenancy to take effect. Accordingly, I grant immediate possession of the unit to the Landlord, pursuant to section 56 of the *Act*.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee pursuant to section 72 of the Act.

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **immediately after service on the Tenant**. This Order is legally binding and must be served on the Tenant.

A copy of the Landlord's decision will be accompanied by a Monetary Order for **\$50.00**. This Order is legally binding and must be served on the Tenants.

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 30, 2011.

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