

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession. The tenants did not attend this hearing, although I waited until 11:19 a.m. in order to enable them to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord and his witness, his son, testified that the landlord handed Tenant DG a copy of his dispute resolution hearing package on October 24, 2011. They also testified that the landlord posted a copy of the dispute resolution hearing package for Tenant MJR on the tenants' door. I am satisfied that the landlord served these documents to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

This month- to-month tenancy commenced on April 18, 2011. Monthly rent was set at \$2,000.00, payable in advance on the first of each month. The landlord testified that the tenants were responsible for hydro and gas utilities. The landlord continues to hold a \$500.00 security deposit for this tenancy.

The landlord and his son provided oral and written evidence regarding the landlord's application to end this tenancy early. They testified that they are unsure who is actually occupying the premises at this time, as the rental home appears to be used as a drug trafficking house. They testified that there is constant traffic in and out of the house well into the middle of the night and they doubt that anyone is actually living in the rental home. They testified that there has been considerable damage to the rental home and the home is without heat or hydro. They provided photographs to support the landlord's application.

The landlord and his son testified that the landlord has been refused an opportunity to conduct inspections of the inside of the rental property. They said that there are three to five pit bulls staying in the premises and that they have been threatened by the tenants, people who are visiting the tenants, and the dogs on the premises.

The landlord and his son testified that on October 23, 2011, one of the people visiting the tenants pulled out a baseball bat when the landlord attempted to visit the rental property. They said that this person smashed a window in the garage with this bat and broke drywall in the rental home with repeated blows from the baseball bat. They said that there are baseball bat marks on the rental home and the sound of the bat breaking the landlord's home could be heard for some distance. They said that the tenants or their friends let the dogs loose in the yard to prevent the landlord from conducting an inspection. They said that one of the tenants, Tenant MJR, tried to break glass in the window of the landlord's car. The landlord said that the tenant(s) and their friends tried to pull on the windows of the landlord's car, but the landlord was able to drive away to avoid this damage. The landlord and his son testified that the landlord called the police who attended the premises shortly thereafter on October 23. The landlord testified that it is dangerous to walk onto the rental property. They also said that the tenants are behind in their rent and have not paid utility bills.

The landlord's son testified that Tenant MJR sent him a text response when he questioned the tenant as to why they were damaging his father's house. The landlord's son gave oral testimony that the response of Tenant MJR was "We are not damaging your house, we have destroyed your dad's house."

Analysis

Section 56 of the *Act* allows a landlord to make an application to end a tenancy early without service of a Notice to End Tenancy when it would be unreasonable or unfair to the landlord to wait for a notice to end tenancy for cause to take effect.

Based on the undisputed evidence of the landlord and his witness, I find that since this tenancy began there have been ongoing problems arising from the actions of the tenants and/or their visitors. I find that this behaviour has seriously jeopardized the safety of and a legal right of the landlord. There has been an ongoing pattern of damage and intimidation directed at the landlord in his attempts to look after his property.

While these incidents may call for the issuance of a 1 month notice to end tenancy for cause, I find that the October 23, 2011 incident involving threats and extraordinary and apparently purposeful damage to the property has raised the conduct to a new level that

is frightening to the landlord and his son. I therefore find that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy for cause to take effect. For these reasons, I allow the landlord's application to end this tenancy early.

Based on the undisputed evidence, I find that to delay the effective date of this Order of Possession may only lead to more damage to the landlord's property than has already occurred. Since there is no heat or hydro in the property and the tenants do not seem to be residing at the rental home, I find it appropriate to issue an immediate Order of Possession to the landlord.

Conclusion

I allow the landlord's application to end this tenancy early and grant the landlord an immediate Order of Possession. This Order may be filed in the Supreme Court and enforced as an order of that Court.

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: November 03, 2011

Residential Tenancy Branch