



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for dispute resolution, under section 56 of the Residential Tenancy Act (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 landlord, his agent/daughter, the landlord's witnesses and the tenants appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to make submissions to me.

Issues(s) to be Decided

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

Background and Evidence

The affirmed testimony and supporting evidence of the landlord is that the tenants are putting the health, safety and lawful rights of the landlord and his neighbours at risk, and has significantly interfered with and unreasonably disturbed the landlord. The landlord also submits that the rental unit is suffering extraordinary damages due to the tenants' actions.

The landlord testified that the tenants have been heard many times by themselves and by neighbours yelling, swearing and uttering threats and screaming obscenities at the landlord, his family and his neighbours. The landlord has become fearful that the tenants will do physical harm.

The landlord additionally stated that the male tenant on a regular basis locks out the female tenant, who in turn screams and bangs loudly on the window and kicks at the door. The landlord submitted that this occurs at all hours of the day or night, frequently disrupting his and his family's sleep and family life.

As to the extraordinary damage, the landlord submitted that the tenant has removed the alarm system, has made multiple holes in the wall and changed the lock to the front door.

The landlord stated that there are now exposed wires in the rental unit, creating an immediate safety hazard. As well, the landlord said that the breaker box, which is in the rental unit, has been tampered with by the tenants.

The landlord reports that since the start of the tenancy, there have been multiple police attendances at the rental unit to deal with disturbances from the tenants.

The landlord showed evidence that the tenants have indicated to the landlord that they were moving out, but has since changed their mind.

The landlord's agent, stated that she has heard the unreasonable noise and that the tenants will not comply with requests to turn down their music. The agent said that she has been the victim of the tenant's verbal obscene tirades.

The witness, HW, who lives next door, confirmed the extreme unreasonable noise coming from the rental unit and that the female has been locked out of the rental unit, which resulted in her kicking at the doors and windows and screaming.

HW also mentioned that she has heard metal grinding and banging coming from the rental unit, as if something is being fabricated.

HW stated that she has been the victim of the tenant's verbal obscene tirades.

The witness, LW, who lives next door, has witnessed dangerous driving around the homes, which threatens the safety of the neighbourhood children.

LW confirmed the unreasonable noises, police attendances and that she has been the victim of the tenant's verbal obscene tirades.

The witness, AH, who lives next door, confirmed the metal grinding and banging, as late as 2:30 a.m., the unreasonable noise and that he has been the victim of the tenant's verbal obscene tirades when he asked the male tenant to turn down his music.

The landlord's relevant evidence included photos of the state of the rental unit, a written summary and documents signed by the tenant.

In response, the tenant denied making any unreasonable noise, as well as any noise at unreasonable hours. The tenant said his hobby was to work on small engine, which was not a reason to end the tenancy.

As to the holes in the wall, the tenant said he will be repairing those, which the landlord knew.

The said he changed the locks, as he does at each new tenancy, and that he did not give the landlord a duplicate as the landlord didn't ask for one.

Both tenants agreed that the female tenant has been locked out of the rental unit by the male tenant, but that the female's medical condition is now under control due to her medication.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find the tenants have breached the Act and tenancy agreement by causing extraordinary damage to the rental unit and by unreasonably disturbing the landlord.

I am also satisfied that it would be unreasonable and unfair to the landlord and his family to wait for another Notice to End Tenancy to take effect.

Conclusion

I find that the landlord is entitled to an order of possession effective two days after service on the tenants.

Therefore, I grant the landlord an order of possession effective two days after service on the tenants. This order may be enforced in the British Columbia Supreme 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: May 18, 2012.

Residential Tenancy Branch