



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Disputes Codes: ET, FF

### 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, to obtain an order of possession for the rental unit and for recovery of the filing fee.

The landlord appeared and gave affirmed testimony.

The landlord testified that he served the tenants with the Application for Dispute Resolution and Notice of Hearing (the "Hearing Package") by posting on the door on August 9, 2012.

I find the tenants were served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to his documentary submissions.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### *Preliminary matter:*

It should be noted that after the conclusion of the hearing, when confirming the landlord's address and just prior to exiting the conference call, the tenant appeared, 13 minutes after the hearing began. The tenant was informed that the hearing had concluded, at which time the tenant became verbally aggressive.

### Issues(s) to be Decided

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

### Background and Evidence

The landlord lives in the upper suite and the tenants are renting one of the basement suites in the home.

The landlord testified that the tenants are significantly interfering with or unreasonably disturbing the landlord and his family, putting the health, safety and lawful rights of the landlord at risk, and has put the landlord's property at significant risk.

The affirmed testimony of the landlord is as follows:

That within 2 weeks of the tenancy beginning, on July 1, 2012, the tenants began fighting and arguing with each other. The landlord's wife spoke to the tenants about the fighting, at which time the tenants launched a verbal tirade against the landlord's wife.

When the landlord arrived home and questioned the tenants, a friend of the tenants pulled a knife on the landlord, threatening to kill him. The tenants have made other verbal death threats and threatened to burn down the house.

The tenants have put graffiti on the walls, containing obscenities and racial slurs.

The tenants are shoving rags and other obstacles into the vacuum outlet outside the house, causing the vacuum to malfunction.

The landlord has called the police at least 10 times due to the conduct of the tenants.

Although the tenant appeared after the conclusion of the hearing, I allowed the tenant to make some statements.

The tenant denied using violence and racial slurs, instead saying that she and the male tenant were the victims of the racial slurs and threats from the landlord.

The tenant said she and her 3 year old son felt threatened and intimidated by the landlord.

The tenant said that she moved out of the rental unit two weeks ago due to a police order, leaving just garbage, which the landlord could have.

### Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a 1 Month Notice to End Tenancy if there is evidence that the tenant has breached their obligations under the tenancy agreement or *Act* and it would be unreasonable or unfair to wait for the effective date of a 1 Month Notice to End Tenancy.

Based on a balance of probabilities, I accept the evidence of the landlord that the tenants have made death threats, that a friend has pulled a knife on the landlord, have threatened to burn down his house and have used racial slurs in putting graffiti on the walls of the residential property.

I therefore accept that the tenants have significantly interfered with and unreasonably disturbed the landlord and his family, have put the health, safety and lawful rights of the landlord and his family at risk, and have put the landlord's property at significant risk. Based on these conclusions I find that the landlord has established sufficient cause to end this tenancy.

I am satisfied that it would be unreasonable and unfair to the landlord, to wait for the 1 Month Notice to End Tenancy to take effect. I grant therefore the landlord's application to end this tenancy early.

### Conclusion

I find that the landlord is entitled to and I therefore grant an order of possession for the rental unit effective two days after service of the order upon the tenants.

This final, legally binding order of possession is enclosed with the landlord's Decision. Should the tenants fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement.

I also allow the landlord to deduct \$50.00 from the tenants' security deposit of \$350.00 to reimburse him the costs of his filing fee.

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 16, 2012.

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Residential Tenancy Branch