



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing was scheduled in response to the landlords' application for Dispute Resolution, in which the landlords have applied for an Order of Possession on an Early End to Tenancy and to recover the filing fee for the cost of the application from the tenants.

The landlords state that the application and Notice of hearing was given to the tenants in person on August 14, 2012. The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

Are the landlords entitled to end the tenancy early and gain an Order of Possession on the basis of this application to end the tenancy early and to recover the filing fee from the tenants for the cost of this application pursuant to section 56 and 72 (1) of the *Act*.

### Background and Evidence

This tenancy started on April 04, 2012. This was a fixed term tenancy which was due to expire on August 29, 2012. The rent for this unit is \$2,210.00 per month and is due on the first of each month.

The landlord (HM) testifies due to the extent of the duress and stress the landlords have suffered at the hands of the tenants the landlords seek an Order of Possession based on their application for an Early End to the Tenancy. The landlord testifies that the tenants have prevented the landlords' access to the rental unit even after written Notice has been provided by the landlords. The landlord testifies that they have had death threats made against them by the tenants and there have been incidents where the tenants have pushed the landlords. On seven occasions since June 17, 2012 the landlords have had to call 911 and have a police constable attend the building with the landlords due to the behaviour towards them from the tenants. The landlords have provided police file numbers and the attending constables name for each occasion.

The landlord testifies that there have been incidents where some of the tenants have shouted and screamed at the landlords, the landlords have been laughed at and sworn at and the tenants have given the landlord the middle finger. The landlord testifies that some of the tenants have used sexual demeanour towards his wife which the landlords find threatening. The landlord testifies that on another occasion recently the tenants told the landlords that they knew where the landlords lived and one day soon the tenants will come and harm the landlords and set fire to the landlords' house.

The landlord testifies that the tenants have posted a cartoon picture of the landlord on a properly internet site showing a cartoon of a man giving the middle finger and using the landlords name while making comments saying the landlord cannot spell his own name and is he really a property manager. The landlord testifies that this is insulting and a slur on his name.

The landlord testifies that they are frightened of these tenants and have had to pay for a security company to escort the landlords to the rental unit to gain access for an

inspection. Some of the male tenants continued to be aggressive and threatening and would not allow the security guard to accompany the landlords into the house until they had taken a photograph of the security guards ID. The landlord testifies when they go to the unit the tenants take video and photographs of the landlords.

The landlords testify that the tenants have put the landlords' property at risk and have ruined the lawns of the property which the tenants are supposed to take care of according to their lease agreement. The landlord testifies that he had turned on the irrigation system at the property at the start of the session and it is no longer working and the lawns have died as a result. The landlord testifies that one of the tenants parked his van on the lawn and this could have damaged the irrigation system or the tenants have just turned the system off. The landlords testify that the tenants have damaged some of the interior walls by punching holes in them which although these have been patched; the work done by the tenants is an unprofessional job. The landlord testifies that there is also damage to the laundry room tub and the dryer filter is so clogged up it could cause a fire

The landlords testify that the tenants have been given five caution letters for these related incidents and for the landlords concerns over food left out to go bad which has attracted ants and two cigarette burns on one of the landlords love seats. This love seat has also been left outside and the tenants have not protected it from the weather.

The landlord suspects that the tenants may have altered some wiring in the house as the lights do not work in areas of the house. The landlords state the tenants have also jeopardized the landlords' lawful right to inspect the property.

### Analysis

Section 56(2) of the *Act* authorizes me to end a tenancy earlier than the tenancy would end if Notice to End Tenancy were given under section 47 of the *Act* and grant an Order of Possession for the rental unit if the tenant or persons permitted on the residential property by the tenant has done any of the following:

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- (iii) put the landlord's property at significant risk;
- (iv) engaged in illegal activity that
  - (A) has caused or is likely to cause damage to the landlord's property,
  - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property, and
  - (b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

As the tenants have not appeared at the hearing today to dispute the landlords evidence and testimony I find that the landlords have provided sufficient evidence, pursuant to section 56 of the *Act*, to show that the tenants or persons permitted on the property by the tenants have significantly interfered with or unreasonable distributed the landlords. I find the landlord has provided sufficient evidence to show that the tenants

have seriously jeopardized the health or safety or a lawful right or interest of the landlord by preventing the landlord from carrying out regular inspections of the property. I find the landlord has provide sufficient evidence to show that the tenants have caused significant damage to the lawns and some minor damage to other areas of the property and the landlords love seat. There is a potential for further damage if the tenants do not ensure they clean out the lint from the dryer as this could potential become a fire hazard. I further find from the evidence presented that the tenants have adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the landlord by issuing threats to the landlords person and the landlords home.

Due to the undisputed testimony and documentary evidence listed above I am satisfied, that it would be unreasonable and unfair for the landlords to wait for a One Month Notice to End Tenancy under section 47 of the *Act* to take effect and allow the landlords application for an early end to the tenancy.

### Conclusion

The landlords' application for an Order to End Tenancy Early is granted. An Order of Possession has been issued to the landlord to take effect **two days** after service on the tenants. A copy of this Order must be served on the tenants. The Order of possession is enforceable through the Supreme Court of British Columbia.

As one of the tenants named on the landlords application is not named as a tenant on the lease agreement this tenants name will not be included on the Order of Possession.

I find that the landlord is entitled to be reimbursed for the \$50.00 cost of filing this application pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the sum of **\$50.00**. The order must be served on the respondents and is enforceable through the Provincial Court 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: August 28, 2012.

---

Residential Tenancy Branch