



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the landlord for an order ending the tenancy early, an order of possession and recovery of the filing fee in respect of this application. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to the order requested?

Background and Evidence

This month-to-month tenancy commenced April 2011. The monthly rent, which is due on the first day of the month, was \$495.00 until recently when it was increased to \$500.00. The tenant paid a security deposit of \$250.00.

When this tenancy started the building was owned by the landlord's brother. He sold the building to his sister in July 2011.

The rental unit is a bachelor suite. There are two other units in the building. One is occupied by the landlord, who lives there with her teenage daughter and a small (10 pound) dog.

There is a third unit, also a bachelor suite. Until December 2012 this unit was rented by a woman who had two small (four and six pound) dogs.

The tenant is a large man; about six feet tall and over 200 pounds. The landlord says that throughout his tenancy he has had difficulty getting along with the other residents of the building. The landlord says the tenant has anxiety issues and takes medication to help him keep calm. She also stated that he was in a car accident a few months ago and since then he has become more surly, moody and volatile.

The landlord's evidence is that throughout this tenancy the tenant has displayed aggressive behaviour toward and used violent language about the dogs in the building. The landlord, her sister, a friend and a previous tenant all filed statements that

described how the tenant would engage in detailed and frequent discussions about how he would kill the dogs. He would also talk about “fried dog”, “hot dog” or “poisoned dog”.

On November 25, 2013, the tenant called the landlord at her place of work . He said he was calling from her bedroom. When asked what he was doing there he replied that he had gone into her unit to do laundry and use the telephone. He reported to her that her dog had bitten him on the lip and he was bleeding.

When the landlord got home she found the dog traumatized, In addition, the dog’s eyes and ears were red and blood shot. The vet has told the landlord that these symptoms are consistent with the dog having been choked. In addition, the tenant found that her bed, which had been made when she left for work, had been disturbed and there was blood stains on the bedding, including the bottom sheet.

After that the tenant made a habit of entering the landlord’s suite to use the laundry and the telephone even though the landlord has asked him not to.

On November 30 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause. The tenant has disputed that notice and the hearing on that application is scheduled for January 28, 2014.

On December 5 the tenant was charged with unlawfully entering a dwelling house and cruelty to animals. A restraining order was entered into on the same day.

The previous tenant of the other bachelor suite filed a statement. She said she moved out of the unit – a place she really liked – because of the tenant’s ongoing and increasingly serious threats against her dogs. The final straw was when he walked into her place, which was unlocked, after she had not responded to him knocking on her door. She was naked at the time. The tenant wanted to use her telephone. He did not leave until there had been an angry exchange of words. When he did leave, he slammed the door on the way out.

The landlord testified that the tenant has obeyed the terms of the restraining order. However, she has made arrangements to have someone at her home 24 hours a day because of the tenant’s threats against her dog.

Analysis

Section 56 of the *Residential Tenancy Act* allows an arbitrator to end a tenancy early, upon the application of a landlord, if the tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- caused extraordinary damage to the residential property;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - 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
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

and, 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 to take effect.

Having considered all of the evidence submitted by the landlord I am satisfied that the tenant has engaged in activity, legal or illegal, that has significantly interfered with or unreasonably disturbed another occupant or the landlord and has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant. I find that it would be unreasonable and unfair to the landlord and the other occupants of this residential property to wait for the tenancy to be ended pursuant to section 47. I therefore grant the landlord an order ending the tenancy early and I grant the landlord an order of possession effective two days from the date of service. I

Conclusion

An order of possession effective two days after service has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.

The landlord is also entitled to reimbursement of the fee she paid to file this application. Pursuant to section 72 and order is made allowing the landlord to deduct the sum of \$50.00 from the security deposit paid by the tenant.

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: December 31, 2013

Residential Tenancy Branch

