



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 for Dispute Resolution by the landlord for an order to end tenancy early and obtain an order of possession.

Although served with the Application for Dispute Resolution and Notice of Hearing by posting to the door of the rental unit on December 27, 2013, which was witnessed by a third party. The tenants did not attend.

The landlord stated that they watched the tenants remove the documents from the door and it was photographed. I find that the tenants have been duly served in accordance with the Act.

Issue to be Decided

Is the landlord entitled to end tenancy early and obtain an order of possession?

Background and Evidence

The tenancy began on September 6, 2013. Rent in the amount of \$1,700.00 was payable on the first of each month. A security deposit of \$750.00 was paid by the tenants.

The landlord testified she is seeking to end tenancy early and obtain an order of possession.

The landlord testified since November 24, 2013, the police have attended the rental unit on at least 13 occasions and the matter has escalated to the point where her youngest son has temporarily moved from the family home to live with his father as the environment is no longer healthy or safe and her eldest son remains with her but fears for his safety.

The landlord testified that they believe the tenants are dealing drugs as this has been witness by her and other family members. The landlord stated the police are also monitoring the vehicle that are coming and going to the property.

The landlord testified that on November 15, 2013, the tenant (AH) asked her to sign a welfare form, which she refused to do as the tenant was working and she did not want to be involved in committing fraud. The landlord stated that the tenant responded by swearing at her and told her it was not her business if he was working under the table and said "I guess you are not getting paid bitch".

The landlord testified later that evening they witness the tenant (AH) and his guest violently assault the co-tenant (CB), the landlord stated the police attended but the tenant (CB) did not press charges, and he has only returned to the property on a few occasions since the beating.

The landlord testified on December 1, 2013, the tenants noticed that her son watching them selling drugs and they came running up her stairs banging on the door, yelling things like, "you watch yourself" "keep your mouth shut, you better watch out". The landlord stated they also had their music playing extremely loud and there was lots of yelling and screaming. The police attended and spoke with the tenants.

The landlord testified that on December 5, 2013, the police attended due to noise disturbances caused by their music and parties.

The landlord testified that on December 7, 2013, when she drove into the driveway, the tenants and their guests were exiting and they said something to the effect of "How do you think she would look six feet under". The landlord stated she felt that was a threat of violence as she has seen them violently beat the co-tenant. The landlord stated later that day she witness one of the tenants' guest let the air out of her tires and her windshield of her vehicle was cracked. The police attended, but told her unless they physical hit her there was nothing they could do.

The landlord testified that on December 21, 2013, the music was so loud and that she was scared so she called her ex-husband to help her and he came over and spoke to the tenants. The landlord stated that night the tenants or their guest continued to party and they were running up and down the stairs to her unit yelling " Hey bitch, your fucked" and this was after 1:00am in the morning.

The landlord testified that on December 22, 2013, her son disclosed to her ex-husband that he witnessed drug dealing by the tenants and her son was removed from her care temporarily due to safety concerns.

The landlord testified that on December 23, 2013, smoke filled her unit and she knocked on the tenants door as she was concerned something was on fire and the response she received from a guest of the tenant was "fuck off or we will burn you house down".

The landlord testified on December 25 and December 26, 2013, the police attended due to noise complaints.

The landlord testified on December 31, 2013, they had a huge party and she received an urgent call from her oldest son and wanted her to come home immediately as he was scared as the tenant or his guest were taunting him with words like "you think you can walk" as she followed him up the stairs. The landlord stated she has no idea what that means, but her son was very intimidated and scared.

The landlord testified on January 1, 2014, four police cars arrived and they removed everyone from the rental unit except the tenants.

The landlord testified that on January 7, 2014, the tenants again were making loud noises and coming to the bottom of her stairs yelling that she was fucked and that she was never going to get them out.

The landlord testified it would be unfair and detrimental to her family if the tenants are allowed to continue live in the rental unit. The landlord stated her family is living in fear.

The landlord stated that the tenants have also not paid the full rent for November, have not paid any rent for December 2013 and January 2014.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a one 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 one month notice to end tenancy.

In this case, the police have attended the tenants' rental unit on at least 13 occasions in the last six weeks. The landlord and her family have witness one of the co-tenants being beaten by one of the other tenants and his guest.

The landlord has been harassed and threatened by the ongoing action of the tenants or their guest, when make comments such as "what would she look six feet under" or when they threatened her that they would burn her house down.

The landlord's children have been harassed and intimidated by the tenants or their guest.

The landlord vehicle has been damaged and the air let out of her tires.

I find the tenants have significantly interfered and unreasonable disturbed the landlord. Based on this conclusion, I find that the landlord has established sufficient cause to end this tenancy.

I have also considered whether it would be unreasonable or unfair to the landlord to wait for a one month notice to end tenancy to take effect. In this case, the police have attended to the rental property no less than 13 times in the last six weeks, due to violence, noise complains, alleged drug transaction, and threats of violence. I find it would be unreasonable to wait for a one month notice to end tenancy to take effect. I grant the landlord's application to end this tenancy early.

Therefore, I grant the landlord an order of possession effective **two (2) days** after it is served upon the tenants. This order may be filed with the Supreme Court of British Columbia and enforced as an order of that court.

As the landlord has been successful with their application the landlord is entitled to recover the cost of filing their application from the tenants in the amount of \$50.00.

I Order the landlord to retain the above amount from the tenants security deposit in full satisfaction of this award.

Conclusion

The landlord's application to end this tenancy early pursuant to section 56 of the Act is granted.

The landlord is granted an order of possession. The landlord is authorized to retain \$50.00 from the tenants' security to recover the cost of the 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: January 08, 2014

Residential Tenancy Branch

