



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARHAR INVESTMENTS CONSULTING LTD.  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

ET, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

A witness for the landlord also appeared.

### **Issue(s) to be Decided**

Is the landlord entitled to end the tenancy without notice pursuant to section 56 of the Act?

### **Background and Evidence**

The tenancy began in March 2013 with rent set at \$950.00 and a security deposit of \$475.00 was paid. The disputed unit is a lower suite sharing laundry facilities with another rental unit above them, which is occupied by a family of 3. Submitted into evidence by the landlord was a written chronology of incidents recorded by the upper tenants regarding the conduct of the lower tenants.

The landlord testified that they have been receiving complaints from both the upper and lower tenants about various incidents that involved disturbances of one another's right to quiet enjoyment. The landlord testified that the occupants of the two units were continually clashing with each other, requiring intervention by the landlord. According to

the landlord, the situation calmed down for a while, but when it flared up again, the landlord issued a One-Month Notice to End Tenancy for Cause to the tenants in the lower unit and a hearing on that Notice is now scheduled for mid April 2014 to determine whether the tenancy will end for Cause.

The landlord testified that because the situation recently began escalating to the point it was getting out of control, the landlord filed this application seeking to terminate the tenancy of the lower residents without Notice.

The landlord testified that the upper renters told the landlord they feel threatened by the lower tenants and, as a result have felt it necessary to relocate temporarily to a motel. The landlord testified that the upper renters have also filed an application for Dispute Resolution with Residential Tenancy Branch against the landlord seeking monetary compensation from the landlord for loss of quiet enjoyment, which is scheduled to be heard on May 6, 2014.

The landlord testified that it has been reported to them that police have attended the premises on more than one occasion. The landlord acknowledged that they have not personally seen any documentation from police and have not received information from the police themselves.

The landlord called one of the upper renters as a witness and she testified that they were forced to temporarily relocate to a motel because they had been continuously bothered by the lower tenants and they also fear for their personal safety. The witness pointed out that both the lower tenants have a history of violence.

The witness testified that the tenants from downstairs have been overheard by neighbours uttering threats against the upper tenants and there was one incident where the lower tenant made physical contact with the upper tenant barreling up the stairs and pushing her aside. The witness stated that the lower tenants have frequently yelled racial insults and profanities at the upper renters.

According to the witness, in the past police imposed a no contact order against the lower tenants and are in the process of doing so again. The witness testified that police are also preparing charges to be laid against the lower tenants as well. No supportive evidence was submitted to confirm the testimony.

The lower tenant stated that the testimony and anecdotal evidence submitted by the landlord consists of false information as documented by the upper renters for the sole purpose of getting the lower tenant evicted. The tenant testified that the upper renters have made it a practice of baiting the them and instigating quarrels at every opportunity. The tenant testified that they never threatened physical violence or perpetrated any

violence against the upper renters. The tenant stated that police have never charged nor cautioned them and no legal orders are pending against them as far as the lower tenant knows.

The lower tenant stated that the upper renters have also engaged in name-calling and purposely interfered with their tenancy, particularly involving their access to the laundry.

### **Analysis**

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and granting the landlord an order of possession in respect of the rental unit.

Section 56 of the Residential Tenancy Act provides that a landlord may make an application for dispute resolution to request an order ending a tenancy on a date that is earlier than the tenancy would otherwise end if a One Month Notice to End Tenancy for Cause was given under section 47.

Before issuing an Order ending the tenancy without Notice, under this section, an Arbitrator must be satisfied that the applicant has sufficiently proven:

a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;

Has 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;

- caused extraordinary damage to the residential property,

**and also that:**

**(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.** (My emphasis)

Based on the testimony of the landlord, the lower tenant, the witness and the evidence submitted, I find that the conduct as described that was attributed to both the lower tenants and the upper renters, would satisfy the first criteria specified in section 56(2)(a) of the Act, excerpted above, applicable to either or both of the tenancies.

I find that these two couples apparently resent and abhor one another to the extent that they have each exhibited disruptive conduct on an ongoing basis that satisfies the criteria under the above section.

Because of the nature of the conduct in question, I find that the behaviour of both the lower tenants and the upper renters also meets the second threshold under 56(2)(b). I find there is ample justification to immediately end either one, or both, of these tenancies under this section of the Act.

However, the matter before me today, is only an application by the landlord seeking an order of possession to end the tenancy of the *lower tenants* early without Notice.

I find that one of the tenant's defenses is that the other renters also instigated and participated in similar disruptive conduct. Even if this is true, I find that it does not suffice to excuse the tenant's behaviour nor assist the tenant in preserving their tenancy in the face of the violations that they perpetrated.

For this reason, I accept that it would be unreasonable, or unfair to the landlord or other occupants to wait for a One-Month Notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

Accordingly, I hereby grant the landlord's request for an order of possession under section 56 of the Act terminating the tenancy effective March 31, 2014.. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

The landlord is entitled to retain \$50.00 to reimburse for the filing fee from the tenant's security deposit, the remainder of which should be administered according to section 38 of the Act.

**Conclusion**

The landlord is successful in the application and is granted an Order of Possession based on the One-Month Notice to End Tenancy for Cause.

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: March 25, 2014

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Residential Tenancy Branch

