



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for an early end to the tenancy.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on June 5, 2014. The Tenant said the Landlord dropped the hearing package in the mail box, but she did receive it. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on April 1, 2014 as a fixed term tenancy with an expiry date of March 31, 2015. Rent is \$980.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$490.00 in advance of the tenancy and a pet deposit of \$500.00 during the tenancy.

The Landlord said the Tenant is having altercations with the other tenants in the rental complex and the Tenant's dogs are not controlled and are scaring the other tenants. The Landlord said he has send the Tenant 5 warning letters about her behaviour in the rental complex and about her dogs scaring other tenants. The letter of May 4, 2014 warns the Tenant about yelling at the other tenants and harassing them. The letter of May 28, 2014 says the Landlord received a complaint from another tenant about an altercation in the laundry room and the Landlord warned the Tenant not to accuse and threaten other tenants. The Landlord continued to say the warning letter of June 2, 2014, says the Tenant is not controlling her dogs and the Tenant has a second dog which is not allowed by the tenancy agreement. The following letter of June 4, 2014 again states that the Tenant's dogs are unsupervised and the second dog is

unauthorized as well as telling the Tenant her behaviour towards the other tenants is not acceptable. The Landlord's final letter of June 5, 2014 again says the Tenant's dogs are unsupervised and if they hurt anyone the Tenant is responsible.

In addition to the Landlord's letters the Landlord submitted three complaint letters from the other tenants and two email complaints about the Tenant to the Landlord. The complaint letters indicate the Tenant has threatened and harassed the other tenants and the other tenants are scared of the Tenant's dogs. One letter indicates a situation when one of the tenants was trapped outside by the Tenant's dogs and another letter indicates the Tenant's dog bit a visitor on May 4, 2014.

The Landlord said he cannot risk a dog attack on one of the other tenants so this tenancy must end and the dogs have to be removed.

The Tenant said her son must have got these letter because she has not scene them.

The Tenant continued to say the Landlord was lying and she is wasting her time listening to this. The Tenant said that her dogs are friendly and that she is living in this rental unit because it allows dogs. The Tenant said the tenants downstairs have 7 dogs. The Tenant continued to say the other tenants do not like her and they have been harassing her since the start of the tenancy.

With respect to the second dog living at her rental unit, the Tenant said it is a friend's dog that she is looking after for a while. The Tenant said the second dog has been living there since June 5, 2014 and she did not get authorization from the Landlord to have the dog stay there. The Tenant said the dog is just a visitor and she is allowed visitors.

The Tenant said she understands she is not wanted at the rental complex by the other tenants and so the Tenant offered to move out by July 15, 2014 if she got her deposits back. The Landlord declined the Tenant's offer and said he wants to end the tenancy as soon as possible because he is worried that a dog attack may happen.

Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenant significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, put the landlord property at significant risk, jeopardizes the lawful right of other occupants, caused extraordinary damage to the property or that it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord and other tenants. Section 56 of the Act uses language which is

written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk. Or that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord has given the Tenant 5 written warning notices about the dogs threatening the other tenants and the harassment of other tenants. The Tenant has not corrected the issues mentioned by the Landlord and in fact the Tenant has added another unauthorized dog to the situation. It is the responsibility of all dog owners to control their dogs at all time so that no other person is threatened or harassed by the actions of a dog. A dog cannot be allowed to bite or entrap another tenant or visitor to a rental complex and from the evidence submitted the Tenants dog has done this. I reviewed the warning letters from the Landlord and the complaint letters and emails from other tenants and I find the Tenant has **unreasonably disturbed and seriously interfered** with the other tenants and the Landlord. Consequently I find the Landlord has established grounds to end the tenancy early. I grant an Order of Possession to the Landlord effective 2 days after service of the Order on the Tenant.

As the Landlord has been successful in this matter I order the Landlord to recover the \$50.00 filing fee for this application by retaining \$50.00 of the Tenant's security deposit.

Conclusion

An Order of Possession effective two days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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: June 11, 2014

Residential Tenancy Branch

