



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on June 24, 2014, by the Landlords to end the tenancy early and obtain an Order of Possession.

The Landlords were represented by Landlord S. C. who affirmed that she was at the hearing to represent both Landlords. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa.

The Landlord testified that each Tenant was served with copies of their application, the Notice of Hearing, and their evidence, on July 2, 2014 at 7:00 p.m. when they were posted to the Tenants' door in the presence of witnesses. Based on the submission of the Landlord I find the Tenants were deemed served Notice of this proceeding on July 5, 2014, three days after it was posted, in accordance with section 90 of the Act. Accordingly, I proceeded in the Tenants' absence.

### Issue(s) to be Decided

Should the Landlords be granted an end of tenancy and an Order of Possession?

### Background and Evidence

The Landlords submitted evidence that the parties executed a written tenancy agreement for a month to month tenancy that commenced on June 1, 2014. The Tenants were granted possession of the unit on May 31, 2014 and are required to pay rent of \$650.00 on the first of each month. On May 10, 2014 the Tenants paid \$325.00 as the security deposit.

The Landlord provided oral testimony which summarized their written submission and documentary evidence which included, among other things, copies of: a chronological list of events; warning letters issued to the Tenants; the tenancy agreement; the Tenants' written responses to warnings; written complaints from other tenants; witness' statements; statements from the Tenants' former landlord; newspaper articles relating to

a fire to one of the Tenants' previous rental units; and copies of provincial court records relating to the Tenants.

The Landlord's oral submission provided that they are seeking an early end of tenancy because of the Tenants' continual disruptive behavior; the threat of fire; and the constant attendance of people at the rental unit.

The Landlord testified that the rental property consists of a house with three separate suites stacked above each other. The Landlords reside in the top level, two young female tenants reside in the middle unit (hereinafter referred to as the middle tenants); and the respondent Tenants reside in the basement suite.

The Landlord submitted that ever since the Tenants moved in they have had daily domestic disputes. She stated that the disputes are so loud, intrusive, and violent that they escalate to noise levels that can be heard throughout the entire house. She noted that the domestic disturbances usually occur in the middle of the night and last for several hours which disrupt the quiet enjoyment of the Landlords and the middle tenants.

The Landlord advised that on June 3, 2014 she received a complaint from the middle tenants that a truck was parked in their parking spot. The female Landlord approached the Tenants, requested that they move the truck, and reminded them that their tenancy agreement did not provide a parking space. The Landlord stated that the male Tenant began yelling at her and became confrontational just as the female Tenant came outside and began to yell. The male Landlord came out and told the Tenants to move the truck or it would be towed. After that incident one of the middle tenants told the Landlord that the male Tenant approached her and was acting very erratic, flinging his arms around, which gave the middle tenant concern that the Tenant may be intoxicated with some sort of drug.

The Landlord testified that on June 4, 2014, was the first time the middle tenants called the police to report the domestic dispute. They told her that they had heard the female Tenant cry out "please someone help me". The middle tenants provided written complaints and statements that they are living in a state of fear themselves.

The Landlord pointed to their evidence which included three warnings about the domestic disturbance noises which were issued on June 1<sup>st</sup>, June 3<sup>rd</sup>, and June 4<sup>th</sup>, 2014, only days after the Tenants moved into the unit. The Landlord noted that each time they issue the Tenants warnings, the Tenants respond by playing loud music or with erratically written notes that the Landlords feel are threatening.

The Landlord advised that they issued the Tenants a 1 Month Notice for cause on June 4, 2014. The Tenants disputed the notice but their hearing is not scheduled until August 15, 2014.

The Landlord submitted that on June 14, 2014 she saw the male Tenant move a bbq onto the property. She approached the male Tenant and informed him that they were not allowed to bbq in-between the two houses, which is the area where the Tenants' access their suite, because the houses are too close together and there is a risk of fire. The Landlord said the male Tenant replied by saying "okay then, I'll bring the bbq into the house and light it and burn the house down". Later that day the Tenants were involved in another domestic dispute so the Landlord called the police. The police attended the Landlords' suite to listen to the dispute before attending the Tenants' suite, at which time the Landlord told the police about the Tenant's threat to burn down their house. The police later told the Landlords that the Tenant admitted to making the threat. The Landlord said the police came back to her suite that day and told her that they had removed a firearm from the Tenants' rental unit.

The Landlord stated that they "Googled" the Tenants' names and found out that one of the Tenants' prior rental houses was burnt to the ground during the Tenants' tenancy. She stated that they submitted newspaper articles in their evidence to support this. She said she also provided evidence that another one of the Tenants' former landlords filed a report about their fire safety concerns which indicated that the Tenants had left cigarette butts by a heater; put holes in the ceiling that were stuffed with paper, and had burn marks all around the holes; which were indicative of someone trying to set the ceiling on fire.

The Landlords submitted copies of warning letters which indicate the Tenants have been smoking inside the unit, despite the tenancy agreement stating no smoking inside. She also pointed out that the Tenants had been stacking combustible materials around the natural gas meter, which they refused to remove until they were given a 24 hour notice on June 22, 2014. Now the Tenants are stacking their garbage along the side of the house and refuse to remove it.

In closing, the Landlord submitted that they have handed the domestic dispute problem over to the police. They constantly call the police, as per the police officer's request, to report the disputes; however, each time they call the police the Tenants retaliate with loud music or by writing threatening notes. The police have informed her that the male Tenant is dealing drugs, which is why there is a constant stream of people coming and going from the rental unit. She argued that they are seriously concerned for their safety and are constantly living in fear.

### Analysis

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 tenants have 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.

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find that the Tenants have significantly breached sections 28 and 29 of the *Act* by negatively affecting the quiet enjoyment of the middle tenants with the sounds of their domestic disputes; allowing constant traffic at the rental unit; and by threatening to burn down the Landlords' property.

Next, I have considered whether it would be unreasonable or unfair to the Landlords to wait for a one month Notice to End Tenancy to take effect. Or in this case wait for the August 15, 2014, hearing to hear the Tenants' application to dispute the 1 Month Notice.

I accept the Landlords' submissions that the Tenants' behaviour is escalating to the point that they have threatened to burn her house down and the Tenants are having domestic disputes, almost on a daily basis. I also accept that the landlord-tenant relationship has become acrimonious with the Tenants becoming confrontational. Based on these conclusions I find it would be unreasonable to wait until the August 15, 2014 hearing to hear the dispute to cancel the 1 month Notice to End Tenancy, or to wait until the effective date of the 1 Month Notice. This relationship is deteriorating and escalating with the possibility for the Landlords suffering further loss or damage. Therefore, I grant the Landlords' application to end this tenancy early.

### Conclusion

The Landlords have been granted an Order of Possession effective **Two (2) Days after service upon the Tenants**. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced 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: July 15, 2014

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Residential Tenancy Branch

