



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act and for recovery of the filing fee.

The landlord, his spouse and their witness attended the telephone conference call hearing; the tenant did not dial into the teleconference hearing for almost the entire length of the hearing.

The landlord submitted evidence that he served the tenant with their Application for Dispute Resolution and Notice of Hearing by leaving it with the on July 19, 2014.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-After testimony from the landlord, his spouse, and witness, and as the hearing was concluding, the tenant and his partner dialed into the teleconference hearing, at the 30 minute mark. In explanation, the tenant stated that he thought the hearing started at 2:30 instead of 2:00, as listed on the notice of hearing. The tenant confirmed that he had received the notice of hearing, at which point I explained to the tenant that the hearing had concluded and that I would not provide a summary of the testimony as I find the tenant's failure to attend was through his own fault.

The tenant requested an opportunity to respond, and I allowed the tenant such opportunity, with the understanding that he had not heard the evidence in order to respond.

Preliminary matter #2- Section 3.2 of the Rules requires that the applicant must submit all evidence with their application when applying for an early end to the tenancy. Therefore, I have excluded from consideration the photographic and documentary evidence submitted by the landlord on July 23, 2014, as it was not included with his application.

Issue(s) to be Decided

Should the tenancy end early and an Order of Possession be granted to the landlord?

Background and Evidence

The landlord stated that the tenancy began in April 2014 and monthly rent is \$700. The rental unit is in the basement level, and the landlord resides on the upper level in the same home.

The landlord submitted that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and has engaged in illegal activity that has, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

In explanation, the landlord submitted that since May 2014, the tenant and his partner have engaged in increasing violence in the rental unit and on the residential property, and that the violence has escalated to the point of the landlord seeking to end the tenancy early for the safety and security of his spouse and himself. The landlord explained that the tenant's partner has stabbed him in the rental unit, causing the tenant to flee the basement level and implore the landlord's spouse to call the emergency line.

The landlord's spouse confirmed that the tenant had been stabbed and saw she saw the blood on the outside deck and stab wound, and that the tenant's actions have caused her fear, so that she does not want to be left alone on the property or go outside.

The landlord submitted that the RCMP has been called to the rental unit numerous times since the tenancy began, but the escalation of the violence makes this application necessary. The landlord submitted further that the tenant and/or his partner have been arrested many times and jailed, at separate times.

The landlord submitted further that the tenant and his partner have restraining orders against each other, but do not stay away from each other.

The landlord's witness, a next door neighbour, confirmed that the RCMP have attended the rental unit numerous times since the tenant moved in, whereas the neighbourhood was formerly very quiet and safe.

Tenant's submissions-

The tenant submitted that the landlord has blocked all exits to the rental unit, leading to a fire and safety hazard and that the landlord or the neighbours have place dog excrement on his door step. The tenant submitted further that the landlord has shut off the electrical power to the rental unit for 5 days, and the tenant said that he was sorry he was a bad tenant, but that he did not deserve that treatment.

Landlord's response-

The landlord denied shutting off the power or the exits.

Analysis

Section 56 of the *Act* allows a tenancy to be ended early without waiting for the effective date of a 1 Month Notice to End Tenancy for Cause 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 1 Month Notice to End Tenancy.

I accept the landlord's evidence, which was undisputed by the tenant as I find his response not applicable to the evidence presented, and I find that the tenant has significantly breached the tenancy agreement and the *Act*. I accept that the tenant and his partner, who occupies the rental unit as well, have engaged in a course of escalating violence, necessary for numerous call-outs by the RCMP, which has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and has engaged in illegal activity that has, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

It is important to note that the tenant has not disputed that the RCMP have been called to the rental unit numerous times, even though this was mentioned in the landlord's application and his accepted evidence.

Based on these conclusions I find that the landlord has established sufficient cause to end this tenancy.

I am also convinced that it would be unreasonable and unfair to the landlord, to wait for the 1 Month Notice to End Tenancy to take effect, in order to be able to preserve property, to prevent further significant interference and unreasonable disturbance, and

the ensure the safety of his spouse and himself. I grant therefore the landlord's application to end this tenancy early.

Conclusion

I find that the landlord is entitled to and I therefore grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

I also grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$50 for their filing fee.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from 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: July 29, 2014

Residential Tenancy Branch

