



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 16, 2014, by the Landlords to end the tenancy early and obtain an Order of Possession.

The Landlords and their Agent appeared at the teleconference hearing and provided affirmed testimony that the Tenants were personally served notice of their Application for Dispute Resolution and the Notice of Hearing documents on June 20, 2014 at 8:22 p.m. in the presence of a witness. Based on the submissions of the Landlords I find that each Tenant was sufficiently served notice of this proceeding and I continued in the Tenants' absence.

Issue(s) to be Decided

Should the Landlords be granted an Immediate Order of Possession?

Background and Evidence

The Landlords submitted documentary evidence which included, among other things, copies of: their written submission; witness statements; Recognizance of Bail documents for the Tenant, A.L. dated June 5, 2014 stipulating, among other conditions, no contact with the Landlord B.S.

The Landlords testified that they entered into a written tenancy agreement with these Tenants for a month to month tenancy that began on January 22, 2014. Rent is payable on the first of each month in the amount of \$2,600.00 and no deposits have been paid.

The Landlords submitted evidence that both Tenants have been threatening to cause harm to them and their property by threatening to burn down their houses. The Landlords live directly across the street from the rental property.

The Landlords stated that the Tenants' behaviour started getting out of control near the end of April 2014 but has escalated to the point that the entire neighbourhood is living in

fear. There is constant traffic coming in and out of the house and the Tenants are threatening the neighbours as well as the Landlords. The yard has become littered with garbage and is overgrown because the Tenants will not let the maintenance person onto the property. The municipality has since issued the Landlords warnings that they must clean up the property or they will be issued fines.

The evidence included that A.L. was seen slashing all the tires on all three of the Landlords' vehicles and he was seen ripping and spraying their clothes with bleach that were hanging on the line. A.L.'s behaviour has now escalated to causing physical harm as he has hit B.S. on the back of her leg with an auto wrench and he has thrown a vehicle jack and several rocks from an upper window, towards the maintenance person while he was attempting to cut the lawn.

B.S. submitted that since the beginning of June the Tenant S.W. has become more aggressive along with A.L. They have both threatened to burn the Landlords' houses down and put the Landlords "to ashes" if they make any attempts to evict them or continue to call the police. They have also threatened that they have biker friends or others who will work for them to burn the houses down.

In closing, the Landlords stated that there are upwards of 20 people residing in the house now with 3 large dogs. Neither the Police nor the Landlords have been able to gain access to the inside of the house so they are concerned that there may be damage inside the property. The Landlords are very concerned that the entire neighbourhood have been instructed by the Police to stay indoors for their safety, until these Tenants can be evicted.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenants who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlords and corroborated by their Agent and evidence.

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 consideration of the foregoing, I find the Tenants and/or a person permitted on the property by the Tenants has significantly interfered with or unreasonable disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and put the Landlord's property at significant risk.

Next, I have considered whether it would be unreasonable or unfair to the Landlord to wait for a one month Notice to End Tenancy to take effect. Upon review of the foregoing, I accept the evidence that the Tenants continue to threaten the Landlords and their property with harm; have allowed upwards of 20 people to reside at the property; and have brought three large dogs into the house. I also accept that the Tenants behaviour has become such a threat to the Landlords and their neighbours that they have been advised to stay in doors for their own safety. Based on these conclusions I find it would be unreasonable to wait for a one month Notice to End Tenancy to take effect. The relationship has deteriorated and escalated to the point where there is a distinct possibility that the Landlords may suffer personal injury or extreme damage to their property. Therefore, I grant the Landlord's application to end this tenancy early and I award them an immediate Order of Possession.

Conclusion

I HEREBY GRANT the Landlords an Order of Possession effective **Immediately** 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.

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 04, 2014

Residential Tenancy Branch

