



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vanbridge Enterprises Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Code:**

ET; FF

### **Introduction:**

This is the Landlord's application for an early end to the tenancy and an Order of Possession.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agents testified that on August 8, 2014, the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, by registered mail to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the Landlord's agent's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of the Landlord's evidence in accordance with the provisions of Section 89(1)(c) of the Act. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in her absence.

### **Issue to be Determined:**

Is the Landlord entitled to an Order of Possession?

### **Background and Evidence:**

The Landlord's agents gave the following oral testimony and documentary evidence:

A copy of the tenancy agreement was entered in evidence. This tenancy began on November 1, 2013. Monthly rent is \$1,650.00, due on the first day of each month. The tenancy agreement indicates that the Tenant paid a security deposit on October 30, 2013, in the amount of \$925.00. The rental unit is a suite in a condominium complex, which is currently being rain-screened.

The Tenant has consistently allowed her ex-husband to stay in the rental unit, which is against the terms of the tenancy agreement and is in breach of a Court Order. The Tenant's ex-husband has a police record for fraud and domestic abuse and has been ordered by the Court not to have contact with the Tenant. The Tenant has either provided him with a key or has voluntarily let him in the rental property.

The Landlord's agents were in the rental unit recently and stated that there was so much damage to the rental unit that it "looks like a landfill". This is particularly distressing as the Landlord just spent \$50,000.00 in renovations prior to the Tenant moving in.

Since April, 2014, the Tenant and her ex-husband often have big fights which affected the quiet enjoyment, security and well-being of other residents. On August 6, 2014, the Tenant and her ex-husband had a fight and the strata counsel wrote a letter to the Landlord, complaining about the Tenant and asking the Landlord to evict the Tenant as soon as possible. A copy of the letter was provided in evidence. The strata counsel also indicated that the fights are often exacerbated by alcohol consumption and are accompanied by loud shouting, profane language and physical fighting. On August 6, 2014, the police came and took the Tenant's ex-husband away.

The Tenant's ex-husband has been seen by occupants climbing on the scaffolding around the building late at night, peering into other occupant's suites. The strata counsel had to spend \$650.00 on extra security. Other occupants are fearful and one woman is concerned about the safety of her children. Copies of letters from other occupants were also provided in evidence.

On August 11, 2014, another friend of the Tenant's, who refused to identify himself, threatened the Landlord's agent SF, saying that he was a member of Al Qaeda and could bomb the rental property, and do a lot of damage to the suite.

The Landlord's agent RF stated that she received an e-mail from another occupant on August 19, 2014, indicating that the Tenant's ex-husband is back living in the rental unit. She saw him leave the apartment, taking the dog for a walk. The other occupant also saw a duffle bag thrown over the construction fence and a man scurrying up the scaffold to the rental unit at 3:30 a.m.

### **Analysis:**

In making an application for an early end to this tenancy the Landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at significant risk, and by proving that it would be unreasonable or unfair to the Landlord or other occupants to wait for a one month Notice to End Tenancy for cause under Section 47 of the *Act* to take effect.

Based on the undisputed affirmed testimony and evidence of the Landlord's agents, I am satisfied that the Landlord has proven that there is cause to end the tenancy and that it would

be unreasonable or unfair to the Landlord and the upstairs tenants to wait for a one month Notice to End Tenancy for cause to take effect. I find that the female Tenant has invited guests into the rental property and that their behaviour (along with the Tenant's) has seriously jeopardized the health, safety and lawful right of other occupants and the Landlord; placed the Landlord's property at significant risk; and unreasonably disturbed other occupants and the Landlord's agents by:

- causing unreasonable disturbances in the middle of the night;
- uttering threats;
- peering in windows; and
- climbing up scaffolding;

I hereby provide the Landlord with an Order of Possession effective **6:00 p.m., August 28, 2014.**

The Landlord's application had merit and I find that it is entitled to recover the cost of the filing fee from the Tenant. Further to the provisions of Section 72 of the Act, the Landlord may deduct **\$50.00** from the security deposit.

**Conclusion:**

I hereby provide the Landlord an Order of Possession **effective 6:00 p.m., August 28, 2014.** This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord may deduct **\$50.00**, representing recovery of the cost of the filing fee, from the security deposit. The balance of the security deposit must be administered in accordance with the provisions of the Act.

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: August 28, 2014

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Residential Tenancy Branch

