



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to this tenancy and an Order of Possession, pursuant to section 56.

The two tenants did not attend the hearing, which lasted approximately 29 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions, and to call witnesses. The landlord confirmed that he is the agent for the owners of the rental unit and that he had authority to speak on their behalf at this hearing.

The landlord testified that the tenants were served personally with the landlord's application for dispute resolution hearing package ("Application") on April 29, 2015, by way of posting to the tenants' rental unit door. The landlord indicated that an RCMP officer witnessed this service. In accordance with sections 89 and 90 of the Act, I find that both tenants were deemed served with the landlord's Application on May 2, 2015, three days after its posting.

### Issues to be Decided

Is the landlord entitled to end this tenancy early and to obtain an Order of Possession?

### Background and Evidence

The landlord testified that this three-month fixed term tenancy began on January 12, 2015 and was to end on April 12, 2015. The landlord stated that the tenants continue to reside in the rental unit. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 was paid by the tenants and the

landlord continues to retain this deposit. The landlord indicated that no written tenancy agreement exists for this tenancy, as only an oral agreement was reached.

The landlord provided a copy of a "rental termination" notice, dated March 15, 2015, advising the tenants to vacate the rental unit by March 31, 2015, due to problems they have caused, as well as late rent payments and failing to meet rental requirements. The landlord also provided a written notice, dated April 19, 2015, which he says is from the tenants, advising that they will vacate the rental unit by April 30, 2015. The landlord stated that the tenants have not vacated, as per their notice.

The landlord testified a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") was served to the tenants on April 1, 2015. The landlord did not provide a copy of the 1 Month Notice for this hearing. The landlord indicated that the tenants disputed the 1 Month Notice by filing an application for dispute resolution, for which a hearing is scheduled for May 27, 2015 at 10:30 a.m., the file number of which appears on the front page of this decision. The landlord stated that he has not applied for an order of possession for cause based on the 1 Month Notice, because this is an emergency situation that requires an early end to tenancy. He indicated that he cannot wait until the upcoming hearing date, one week from today's hearing date, for the tenants' application because he has had to double his blood pressure medication over the last week, due to stress from the tenants. The landlord stated that he is worried about an escalation of violence by the tenants at this time, due to the hearing dates, as the tenants have already broken the kitchen window and other things in their rental unit.

The landlord testified that the tenants have verbally and physically assaulted him during their tenancy. He stated that on May 8, 2015, the tenants tried to use their pitbull to threaten him and his dog. The landlord indicated that an incident occurred on April 28, 2015, where the female tenant scratched his arm, other people witnessed this incident and the police attended. He stated that another incident occurred on March 26, 2015, where the female tenant pushed and shoved him. He indicated that both tenants have made verbal threats and used racial slurs against him on an almost daily basis. The landlord explained that the police advised him to only approach the tenants when police are present, for safety reasons. The landlord provided a number of police file numbers with his Application, indicating that the police have attended at the rental unit on a number of occasions due to the tenants' behaviour. He indicated that the tenants have repeatedly been arrested or have had warrants out for their arrest and. He stated that the female tenant is not in the rental unit at present because there is a warrant out for her arrest and that the male tenant is likely hiding away from the rental unit probably due to an arrest warrant as well.

The landlord noted that he is afraid to leave his unit which is next door to the tenants' rental unit. He stated that he is worried about his place being robbed by the tenants and that other cars in the neighborhood have likely been robbed by the tenants. The landlord advised that he is afraid for his dog's safety because of attacks by the tenants' dog. The landlord also stated that the tenants have been involved in defrauding other people by cashing their cheques.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the 30 days indicated on a 1 Month Notice, due to the reasons identified in Section 56(2)(a) **and** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

The landlord provided notice to the tenants to vacate the rental unit by March 31, 2015. The tenants did not vacate by this date. A physical assault against the landlord occurred on March 26, 2015. The landlord indicated that verbal and physical assaults have been ongoing throughout this tenancy. He stated that the assaults have been occurring recently on an almost daily basis with police being required to attend. However, the landlord did not file his Application until April 28, 2015. If this was a matter of such urgency, presumably the landlord would have filed his Application much earlier. Further, the upcoming hearing date for the 1 Month Notice is one week away from this hearing date. I find that the landlord did not provide sufficient evidence that he could not wait another week for the outcome of the upcoming hearing and whether an order of possession will be issued on the basis of the 1 Month Notice.

I am not satisfied that the landlord has met his onus, on a balance of probabilities, to end this tenancy early and that it would be "unreasonable" or "unfair," as per section 56(2)(b), for the landlord to wait for the 1 Month Notice to take effect, given that the hearing for the 1 Month Notice is occurring shortly on May 27, 2015.

For the reasons outlined above, I dismiss the landlord's claim for an early end to this tenancy and I deny an Order of Possession to the landlord.

At the end of this hearing, I reserved my decision so I was unable to provide the landlord with my decision verbally. At this time, the landlord confirmed that he would be attending the upcoming hearing on May 27, 2015, regardless of the outcome of this decision.

Conclusion

I dismiss the landlord's claim for an early end to this tenancy and I deny an Order of Possession to the landlord.

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: May 20, 2015

---

Residential Tenancy Branch

