



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            ET, FF

### Introduction

This hearing was convened to address a claim by the landlord for an order ending this tenancy early. Both parties were represented at the conference call hearing, the landlord represented by his agent TP and both tenants represented by the tenant AT. In this decision where I refer to the tenants in the singular form, it is AT to whom I refer.

### Issue to be Decided

Should the landlord be permitted to end the tenancy early?

### Background and Evidence

The parties agreed that the tenancy began in December 2014. The rental unit is located on the first floor of a 3 level building in which there is also a basement level in which there are separate rental units.

The landlord alleged that throughout the tenancy, the tenants have significantly interfered with and unreasonably disturbed other occupants of the building. He provided letters of complaint from other tenants. A letter authored by the tenants' next door neighbour expressed frustration with a strong odour of beer, vomit and urine emanating from the rental unit and begged the landlord to address the issue. A letter from other tenants advised that they have consistently been disturbed by loud arguing and "violent and loud behavior" coming from the rental unit and also complained about a rancid smell of urine and liquor, describing the odour as "pungent" and a "stench".

The landlord also submitted a copy of a petition signed by the tenants of 5 units. The petition asked for an immediate removal of the tenants and said that they had unsanitary habits and living conditions and posed a health and safety hazard to all other tenants.

The landlord testified that the police were summoned to the residential property on 3 occasions just prior to the landlord filing this claim. On one occasion, the occupants of the suite immediately below the tenants telephoned the police because urine and beer were seeping from the tenants' unit into theirs. On other occasions, the tenants had created a loud disturbance.

The landlord testified that when urine from the rental unit leaked through the ceiling of the unit below, the landlord had to completely remove and replace the insulation and ceiling from the lower unit, which prevented the tenants in the lower unit from living in their suite during the 2 week repair.

The tenant acknowledged that urine had seeped from the rental unit into the unit below. He testified that the female tenant had fallen asleep on the couch and had urinated so heavily that the urine leaked through the floor. The tenant stated that the female tenant was depressed and described the situation as a "life event" and "one of those things that happens." The tenant claimed that if the landlord had properly insulated the area between his unit and the lower unit, the urine would not have seeped into the other unit.

The tenant testified that the police had been summoned a total of 4 times at the beginning of May, once for the urine incident and 3 other times for no reason. He stated that each time the police attended, they spoke with him, but on 3 occasions did not enter the rental unit despite the tenants having invited them to do so. The tenant argued that because the police did not enter his unit on 3 occasions, this meant that he was not doing anything wrong.

The tenant maintained that the landlord had undergone a campaign to harass him. He claimed that the landlord wants to force him to pay for the repairs to the unit below and therefore persuaded other tenants to write letters of complaint in order to support a future claim against the tenant. The tenant insisted that he got along well with all of his neighbours.

### Analysis

In order to prove their claim, the landlord must prove not only that there are grounds to end the tenancy, but also that it would be unreasonable or unfair to make the landlord wait until a 1 month notice to end tenancy takes effect.

I am satisfied that the landlord has grounds to end the tenancy. Although the tenant claimed that he gets along well with all of his neighbours, he did not provide a single letter of support from his neighbours. I do not accept the tenant's theory that the landlord is trying to evict him in order to force him to pay for repairs to the basement unit. The landlord does not require an eviction to prove his claim for the cost of repairs; he merely needs to prove that the tenants caused the damage. While it is true that the landlord wrote the petition and asked occupants in the building to sign it, it is very common for landlords to obtain support from neighbouring tenants when they are moving through the eviction process.

I find the landlord's evidence to be persuasive. The landlord has dealt with complaints about noise and noxious odours coming from the rental unit and the fact that the tenants have acknowledged that the urine incident occurred after heavy drinking has convinced me that the neighbours are indeed smelling urine and vomit from the rental unit. I find that this noxious odour is a significant and unreasonable disturbance of the other occupants of the residential property. I find that regardless of the degree of insulation between the tenant's unit and the unit

below, there is no excuse for the tenants to urinate on the floor or leave the urine pooled so long that it leaks through the floorboards. I was particularly disturbed that the tenant described the incident as a life event and “one of those things that happens,” which shows that the tenants do not have any remorse for the incident and that they are unconcerned about the effect of their actions on other occupants. These statements also have persuaded me that if the tenants are not removed from the premises, it is likely that similar “life events” will occur and cause further disruption to other occupants.

For these reasons, I find that the landlord has proven both that the tenancy should end and that it would be unfair to make the landlord wait for a one month notice to end tenancy to take effect. I therefore grant the landlord an order of possession and I order that the tenancy end 2 days after the order is served on the tenants. If the tenants fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord has been successful in their claim, I find they should recover the \$50.00 filing fee paid to bring their application. The landlord may withhold this amount from the security deposit. The balance of the deposit should be dealt with in accordance with the Act at the end of the tenancy.

#### Conclusion

The landlord is granted an order of possession and will deduct \$50.00 from the security deposit.

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: June 05, 2015

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Residential Tenancy Branch

