



# 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 by the Landlord on August 5, 2015, to end this tenancy early (ET) and to obtain an Order of Possession.

The hearing was conducted via teleconference and was attended by the Landlord and her Agent/Translator. Each person gave affirmed testimony that the Landlord personally served the Tenant with a copy of her application and notice of this proceeding on August 7, 2015, in the presence of her sister-in-law who acted as witness.

Based on the submissions from the Landlord I find that the Tenant was sufficiently served notice of this proceeding in accordance with section 89 of the *Act*. Therefore, I continued in absence of the Tenant.

### Issue(s) to be Decided

Has the Landlord met the burden of proof to end this tenancy early and obtain an Order of Possession?

### Background and Evidence

The Landlord submitted that the Tenant entered into a verbal month to month tenancy that began on October 1, 2014. Rent of \$550.00 was payable on the first of each month and in September 2014 the Tenant paid \$225.00 for the security deposit.

The Landlord testified that shortly after the Tenant moved in they started to notice more people hanging around the rental unit. Then this spring the Tenant's guests started bringing possessions over and leaving them in the yard. Shortly afterwards the Tenant and her guests started setting up tents and were camping in the back yard.

The Landlord asserted that as more people began hanging around there was more police involvement. A list of police complaint file numbers was submitted into evidence which listed 8 files dated from February 17, 2015 up to August 04, 2015.

The Landlord testified that they began the process of trying to evict this Tenant back in June 2015 which is when her photographic evidence was taken. Then the Tenant failed to pay June 1, 2015 rent and a 10 Day Notice to end tenancy was served to the Tenant on July 08, 2015.

The Landlord submitted that when she filed for a hearing to obtain an order of possession for unpaid rent she was given a hearing date of September 28, 2015. When discussing the situation with the Police the Landlord said the Police told her she needed to make application for an emergency hearing because this Tenant was well known to police and would cause more damage once she learned about the Landlord's application.

Upon review of the Landlord's photographs the Landlord submitted that the Tenant and her guests have caused extensive damage to her property by painting graffiti on the concrete; damaging the Landlord's front door when they threw a chair at the door; writing all over the Tenant's rental unit door; a broken living room window in the Tenant's suite; and the large amount of clothing, debris and furniture strewn all over the property.

The Landlord asserted that they feel threatened by the Tenant and her guests. She pointed to a photograph where the Tenant or her guests wrote "*GET CAUGHT IN THIS HOUSE GET BATTED OUT*" on the sidewalk in front of the Tenant's door. The Landlord submitted that she interpreted that statement to be a threat that she would be hit by a bat if she entered the Tenant's suite.

The Landlord argued that her family no longer feels safe going outside as they live directly above this Tenant. There are a total of four adults and two young children who reside in the Landlord's residence.

The Landlord asserted that the Tenant's and her guest's behavior have been escalating since she issued the 10 Day Notice. Recently, on August 24, 2015 at 3:45 a.m. the police were called to her property because two people had been stabbed while in the camp that had been set up by the Tenant and her guests in the Landlord's back yard. They are also noticing more items being brought to the property and removed such as bicycles, tools, small equipment, which is suspected to be stolen property. In addition, there were allegations of drugs being used and sold in the backyard camp.

### Analysis

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.

I have carefully considered the foregoing, documentary evidence, and on a balance of probabilities I find the Tenant or a person permitted on the property by the tenant has:

- 1) significantly interfered with or unreasonably disturbed another occupant or the landlord;
- 2) seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- 3) has 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.

After consideration of the serious nature of the recent stabbing incident, the existing damage caused to the Landlord's property; and the clearly displayed threats written on the property; I find it would be unreasonable to wait for a 1 month Notice to End Tenancy to take effect. This tenancy relationship has already escalated to the point where the Landlord has suffered significant damage to her property and the behaviour of the Tenant and her guests has escalated to the point where two people have recently been stabbed. Therefore, I grant the Landlord's application to end this tenancy early and her request for an Order of Possession.

### Conclusion

The Landlord has been successful with her application to end this tenancy early.

The Landlord has been issued an Order of Possession effective **Two (2) Days after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Supreme Court 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: September 04, 2015

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Residential Tenancy Branch

