



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction and Conclusion

This hearing dealt with an Application for Dispute Resolution filed on September 15, 2015, by the Landlord to end the tenancy early and obtain an Order of Possession.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant, D.C., who appeared on her own behalf and as agent for the other Tenant, G.S. whom she identified as her son. Both parties gave affirmed testimony.

The Tenant agreed she was served the 1 Month Notice to End Tenancy for Cause (the "Notice") on September 17, 2015. The effective date of the Notice is October 31, 2015. She confirmed she did not make an application to dispute the Notice, stating she did not realize she had to.

The reasons cited in the Notice are as follows:

- there are an unreasonable number of occupants in a rental unit;
- the tenant or a person permitted on the residential property by the tenant has
 - significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - put the landlord's property at significant risk;
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - has caused or is likely to cause damage to the landlord's property,
 - has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- the tenant does not repair damage to the rental unit or other residential property; and
- the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent.

The Landlord advised he had another hearing on December 2, 2015 at which time his application for an Order of Possession based on the Notice would be heard.

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.

The Landlord filed in evidence the following:

- the Residential Tenancy Agreement signed February 1, 2015, which indicated the tenancy began February 1, 2015 for a fixed one year term. The agreement further provided that the monthly rent was \$1,000.00 per month and the Tenants paid a \$500 security deposit on February 6, 2015. A two page signed addendum to the rental agreement provides that the parties agreed the Tenants could not sublease, suite or portion off any of the rental unit to others without the Landlord's written permission;
- 15 photos of damage to the rental unit which the Landlord says was caused by the Tenants;
- a letter dated September 20, 2015 from G.S., the renter who lives in the upstairs unit from the rental unit detailing the Tenants' behaviour such as fighting, very loud screaming, violent and foul language, breaking of items, outside gatherings of intoxicated guests and guests openly selling and using drugs. G.S. confirms he has had to call the police due to the Tenants' fighting and sounds of property damage;
- a letter dated September 20, 2015, from S.A.F., the renter who lives in the basement suite adjacent to the rental unit who writes of disturbing noise, verbal

and physical violence, and alcohol and substance use and abuse by the Tenants and their guests;

- an undated letter from persons identified by only their first names, D. and C., who are property owners and neighbours of the rental building wherein they write about the Tenants' excessive drug use, violence, fighting to the point where they have heard items being shattered, as well as police attendances due to the Tenant' behaviour; and,
- a 9 page letter from the Landlord dated September 23, 2015 wherein he details his concerns with the Tenants' behaviour.

The Tenant stated that she has been looking for another rental and intended to move from the rental unit as soon as possible. The Tenant denied that she was involved in drug dealing. She acknowledged that she and her son, the other Tenant, argued, but stated they do not hit one another. She stated that she had a hard time dealing with him. She also admitted that the police were called when she and her son were having an argument but testified that the police said that it was a "normal argument". She stated that the door was damaged because it was taken off to facilitate the moving of a large sofa and her son stepped on it causing damage. She stated that she intended to repair the damage.

The Landlord confirmed that the letter writers were all available to give evidence. He stated that when he provided his evidence package to the Tenants, the Tenant, G.S., began accosting the letter writers.

Prior to me making contact with the witnesses, the parties reached a comprehensive settlement. I asked the Tenant three times if she understood the terms of the settlement and to confirm she was entering it willingly. She stated that she realized that she and her son needed to move and simply wanted some time to secure alternate accommodation. While the Tenant was clearly upset with the prospect of moving, I found her to be coherent and entering into the agreement willingly. After some discussion, the parties agreed on October 24, 2015 being the date the tenancy will end.

The Tenant confirmed she would communicate with G.S. the importance of ensuring their behaviour does not disturb other occupants of the rental building, or neighbours during the remaining days of their tenancy.

Pursuant to section 63 of the *Residential Tenancy Act* I record the parties' settlement in this my Decision and resulting Order.

1. **The Tenants shall vacate the rental unit by no later than 1:00 p.m. on October 24, 2015.**
2. **The Landlord shall be entitled to an Order of Possession effective 1:00 p.m. on October 24, 2015.**

The parties agreed that the Tenant had only paid half of the rent for October 2015. The Landlord is at liberty to apply for a Monetary Order.

Conclusion

The Landlord has been granted an Order of Possession effective **1:00 p.m. on October 24, 2015**. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia 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: October 13, 2015

Residential Tenancy Branch

