



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This matter dealt with an application by the Landlord for an early end to the tenancy, for an Order of Possession and to recover the filing fee.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by personal delivery on June 27, 2016. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlords’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

### Background and Evidence

This tenancy started on October 1, 2015 as a verbal month to month tenancy. Rent is \$650.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$325.00 at the start of the tenancy. No condition inspection report was completed at the start of the tenancy.

The Landlord said there are 2 incidents that lead to the Landlord making this application to end the tenancy early. The first was on June 13, 2016 when the Tenants came to pay the rent and the male Tenant and the Landlord’s husband were standing aggressively close to each other and the Tenant lost his balance and fell over. The Tenant said this incident angered him as he thought the Landlord’s husband was trying to intimidate him. The Landlord said the second incident was on June 26, 2016 when the Landlords came to the Tenants’ rental unit to unclog the toilet and when the Landlords were leaving the Tenants pushed both of the Landlords out the door of the rental unit. The Landlord said the male Tenant was very aggressive and the push was probably a hit as well. The male Tenant said the Landlord’s husband had stood very close to him again and the Landlord’s husband was trying to intimidate the Tenants.

The Tenants said the male Tenant said it was time for the Landlords to leave and the Tenants physically pushed the Landlords out of the rental unit. The male Tenant said he did not hit the Landlord he just pushed them out of the rental unit.

The Landlord supplied two witnesses to support their claim that the Tenants pushed and hit them on the night of June 26, 2016. Witness A.V. said he was with the Landlords when they went to the Tenants rental unit and although he did not go into the unit, he could see inside the unit and he saw the Tenants pushing and shoving the Landlords out of the rental unit. The Witness A.V. said the male Tenant may have hit the Landlord's husband but he was not completely sure of it. The second witness P.O. said he was outside the Tenants' rental unit but he saw the Tenants push the Landlords out of the rental unit on the night of June 26, 2016. The male Tenant asked both witnesses if they saw him or the female Tenant hit the Landlord or her husband. The Witnesses both said a hit was possible but they were not sure if the Tenants actually hit the Landlord or her husband. The male Tenant said he and the female Tenant physically pushed the Landlords out of the rental unit on the night of June 26, 2016 but they did not hit either of the Landlords.

The Tenants said in closing that both the incidents were caused by the Landlord's husband trying to intimidate the Tenants. As well the Landlord has been trying to evict the Tenants for months and this is just another attempt to end the tenancy. The Tenants concluded by saying the Landlord has no proof of the incidences.

The Landlord said in closing that the Tenants have been aggressive and have caused problems in the rental complex and now this attack on the Landlord and her husband is too much. The Landlord said she feels unsafe in her own home. The Landlord requested an Order of Possession for as soon as possible.

### Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenant significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, put the landlord property at significant risk, jeopardizes the lawful right of other occupants, caused extraordinary damage to the property or that it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenants and the Landlord. Section 56 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk. Or

that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord has provided affirmed testimony and 2 witnesses have testified that the Tenants physically pushed the Landlord and her husband out of the rental unit on the night of June 26, 2016. The Tenants do not dispute that they physically pushed the Landlord and her husband out of the rental unit but they do dispute the Landlord's claim that the male Tenant hit the Landlord's husband and that the female Tenant hit the Landlord. Although there were no charges filed by the Police; I find that the Tenant have physically threatened the Landlord and her husband by physically pushing them out of the rental unit. It appears from the testimony the first incident on June 13, 2016 involved some intimidation from the Landlord's husband but no physical attack and then on June 26, 2016 the Tenant physically pushed the Landlord and her husband out of the rental unit. From the testimony and demeanor of both parties and on the balance of probabilities; I find the situation has escalated to the point of physical violence. Consequently the Tenants actions of the night of June 26, 2016 when they physically pushed the Landlord and her husband out of the rental unit has reached the level of **unreasonableness, significance or seriousness as defined by section 56 of the Act**. As well it would be **unfair** to require the Landlord to wait for the effective vacancy date if a Notice to End Tenancy was to be issued and successful. Further in the time it may take to issue and enforce a Notice to End Tenancy another more serious incident may occur. For these reasons I award the Landlord an Order of Possession effective 2 days after service of the Order on the Tenants.

Further as the Landlord has been successful in this matter I order the Landlord to retain \$100.00 of the Tenants' security deposit to recover the filing fee for this application.

### Conclusion

The Landlord's application for an early end to tenancy is granted.

I find, pursuant to section 56 of the Act, that the landlord is entitled to an Order of Possession effective **two days after service** on the tenants and the Order may be filed in 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: July 19, 2016

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Residential Tenancy Branch

