



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF-L

Introduction

This hearing dealt with the landlord's application pursuant to the Residential Tenancy Act ("the Act") for an early end to this tenancy and an Order of Possession pursuant to section 56 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not attend this hearing, although the landlord testified that he had advised the tenants of the hearing in a variety of ways. I waited until 11:30 a.m. in order to enable the tenants an opportunity to connect with this teleconference hearing scheduled for 11:00a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions with respect to his application for an early end to this tenancy.

The landlord testified that he provided a copy of his Application for Dispute Resolution package ("ADR") including Notice of this Hearing to the tenant who remains on the property (Tenant KL) on January 1, 2018 in person as well as sending a copy by registered mail on the same date. He testified that he also sent a copy to the previous tenant (Tenant SB) who no longer resides in the unit but is a family relation of Tenant KL. Based on the landlord's undisputed testimony as well as his provision of the mailing information/tracking information for the service of the ADR, I find that the landlord has served both tenant/respondent parties with his ADR in accordance with section 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to this tenancy?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This tenancy began with two tenants (Tenant SB and Tenant KL) based on a verbal tenancy agreement. When Tenant SB vacated the rental unit, the landlord had anticipated that Tenant KL was also vacating the rental unit however she did not. The landlord testified that Tenant KL has remained in the rental unit and has not paid any monthly rent. The landlord testified that the rental amount of \$850.00 was payable on the first of each month and, since Tenant SB vacated the rental unit Tenant KL has made excuses regarding rent payments every month. He testified that Tenant KL continue to reside in the rental unit as of the date of this hearing and he seeks an early end to their tenancy on the grounds that his own and his neighbours' health and safety as well as his property are at substantial risk in an urgent manner.

The landlord testified that he is going to lose his home if he is unable to evict the tenants. He testified that he has seen evidence of drug use and activity on the residential premises. He testified that on March 30, 2017, he received a notice from the by-law officers in his municipality to advise him that they had determined his property needed clean-up including cutting of trees and grass as well as debris on the property. He submitted a copy of that notice and a second notice dated May 10, 2017 to notify him that if he did not remove items on the property, he would be charged the cost of a clean-up by municipal workers. The second letter also referred to two violation tickets at \$100.00 each that had been issued to him based on the state of the outside of the residential premises.

The landlord testified that he attempted to communicate with the tenant but it was impossible to reach her and she would not answer the door if he went to the property or her phone if he called. He testified that, if he attends the property, and the tenants acknowledge his presence, they yell and scream at him.

The landlord cleaned up the outside of the property, despite the responsibility by agreement that the tenant on the premises would do so. He stated that, while cleaning, he picked up approximately 100 dirty syringes in the yard surrounding the rental unit.

The landlord testified that his neighbours all signed a petition that was provided to him asking that the tenants be removed from the rental property. He provided a copy of the petition signed by 16 people. The petition indicated that the tenant is engaged in drug activity with constant cars and people coming and going from the residence. It stated that arrests had been made on the property and that the police attend regularly. The

letter referred to threats to the neighbourhood children by the tenant's guests as well as the general state of the property.

The landlord testified, providing some photographic evidence that the windows on the residence, all of them have been broken. Photographs included the interior (kitchen, living room and basement) as well as a photograph of the driveway: in all of the photographs, the property and building are dirty and grimy and covered with debris. One photograph shows a broken, discarded aquarium in the yard. The landlord testified that, looking in the windows, as best he was able, there is belongings and debris piled to the ceilings. He testified that there are holes in the walls within the rental unit. He testified that he believes that the residence is a fire hazard. The landlord testified that the tenants have various propane canisters near or inside the residence.

The landlord also testified that the police that they have been called by the neighbours on a number of occasions. He referred to police incident numbers but did not produce police reports. The police have attended to escort the landlord on multiple occasions at his request to speak to the tenant who remains in the rental unit. He testified that, on one occasion, in the presence of the police, the tenant threatened to burn the house down and slash his tires. The landlord testified that she has made other threats to him and to his property. The landlord testified that there are police incident numbers but that no charges have been filed against the tenants, to his knowledge.

The landlord testified that the tenant has not paid rent in several months.

Analysis

Pursuant to section 56, I am able to make an order specifying an earlier date for the end of a tenancy than would be the case had the landlord relied on a one month notice to end a tenancy for cause, only if I am satisfied that, among other matters the tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk **and** that it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

The landlord provided candid testimony regarding the events involving the tenant. He provided documentary evidence to support his testimony in the form of a petition from neighbours, notifications from the municipality, as well as photographic evidence of the condition of the property.

I find that the landlord's evidence compelling; particularly his own admissions that he has let the tenant stay in the rental unit too long – that he is embarrassed by the state of the unit and the complaints from the neighbours. He has attempted to mitigate issues by cleaning the property himself and relying on the tenant who has vacated the unit to communicate and assist the current tenant. However, I find that he has proven that his property, his own safety and the right to quiet enjoyment of his neighbours are all in peril.

I accept the landlord's evidence and find that the threats issued against the landlord and his property, as well as the disruption to the neighbourhood are significant. I find that the landlord provided sufficient evidence of the impact on the landlord, neighbours and to the property itself to support the landlord's application for an early end to this tenancy: that it would be unreasonable or unfair to the landlord and the neighbourhood to wait for a notice to end the tenancy under section 47 to take effect and for any dispute of that notice to be heard. Accordingly, I order the tenancy to be at an end. I find that the landlord is entitled to an Order for Possession effective two days after service on the tenant.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 08, 2018

Residential Tenancy Branch