



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- for recovery of the filing fee.

The landlords and their witness attended the hearing; however, the tenant did not attend.

The landlords stated the tenant was served with their application for dispute resolution and Notice of Hearing by registered mail on April 8, 2020. The landlord provided the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. That number is listed on the style of cause page in this Decision.

The landlord also said they served the tenant their application for dispute resolution and Notice of Hearing by personal service, also on April 8, 2020. In explanation, the landlord said that they knocked on the rental unit door, the tenant opened it, and they handed him the documents.

I accept the landlords' evidence that the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlords and their witness were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the landlords entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Are the landlords entitled to an Order of possession and to recover the filing fee?

Background and Evidence

The undisputed evidence shows this tenancy began on March 15, 2020 and monthly rent is \$1,300.00. The rental unit is in the basement level of a home owned and occupied by the landlords and their family on the upper level.

There is another separate basement rental unit adjacent to this rental unit, occupied by the witness, AN.

In support of their application, the landlords submitted that the tenant or a person permitted on the residential property by the tenant has done at least one of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; or
- put the landlord's property at significant risk.

In explanation, the landlord submitted that since the start of this tenancy, they have gone through multiple occurrences of violence and several visits by the police, due to the violent nature of the tenant.

The landlord submitted that on March 21, 2020, the tenant sent a text message to the landlords to inform them he broke up with his girlfriend. That same day, according to the landlords, there was violence on the property which disturbed the other tenant, AN.

That same day, the window to the rental unit was broken, causing extraordinary damage to the landlord's property.

Two days later, according to the landlords, two men came onto the property and started banging on the tenants' door, disturbing AN and creating fear in the landlords' young children. This incident led to the police being called out.

The landlords submitted that on April 3, another police officer came to the rental unit, due to more issues with the tenant.

The landlords submitted that they and their children are afraid of the tenant and what he may do. The landlord said that her children are always scared now in their own home.

AN said that shortly after the tenant moved in, he heard banging on the tenant's door. AN said the banging continued and not long afterwards, he saw his window screen being torn and the glass open.

AN said he heard glass smashing and noticed that the tenant's window was broken, leaving a large hole.

AN said he has seen the tenant's door wide-open for at least two days in a row, and on the third day, he notified the landlords.

AN and the landlords both said they have seen animals coming in and out of the rental unit, when the tenant was away from the rental unit, with his door left open.

The landlords submitted photos of the damaged window and the unknown men peering through the gate.

Analysis

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that he has cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the landlords and their witness, I find that the landlords have met that burden.

I accept the landlords' undisputed evidence that the tenant or someone he has allowed on the property to have significantly interfered with or unreasonably disturbed another occupant and the landlord of the residential property.

I find the landlords submitted sufficient evidence that a person allowed on the property by the tenant to have broken screens and windows, attempted to enter the other tenant's rental unit, and caused loud banging on the rental unit door.

I find such destruction of property and loud banging noises, along with police having to be called to the residential property multiple times would cause the landlords, their young children and the other tenant, AN, to be unreasonably disturbed.

I also accept the landlords' undisputed evidence that the tenant has left his door open with him being away, which would put the landlords' property at significant risk.

Due to these conclusions, I therefore find that the landlords have proven that the tenant has significantly interfered with or unreasonably disturbed another occupant and the landlords of the residential property, as well as put the landlords' property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the landlords to wait for the One Month Notice to End Tenancy to take effect, as I find without it, they are less likely to be able to preserve their property.

I therefore grant the landlords' application to end this tenancy early as well as their request to recover the filing fee paid for this application.

Conclusion

The landlord's application is successful. The tenancy ended this date, May 1, 2020.

The landlords are granted an order of possession effective two (2) days after service on the tenant. This order of possession granted pursuant to section 56 of the Act can be enforced under *Ministerial Order M089* issued March 30, 2020 pursuant to the State of Emergency declared on March 18, 2020.

I grant the landlords a monetary order for \$100.00, for cost to file their application.

The landlords may choose to satisfy this monetary order by withholding the amount of \$100.00 from the tenant's security deposit. In that case, the monetary order is of no force or effect.

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: May 1, 2020

Residential Tenancy Branch