



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 listed landlord attended; however, the tenants did not attend.

The landlords stated that each tenant was served with their application for dispute resolution and Notice of Hearing by registered mail on May 9, 2020. The landlord provided the Canada Post Customer Receipts containing the Tracking Numbers to confirm this mailing. That numbers are listed on the style of cause page in this Decision.

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

The landlord was provided the opportunity to present his 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 submissions and or arguments are reproduced here; further, only the evidence

specifically referenced 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 February 1, 2020 and monthly rent is \$2,000. The rental unit is attached to a bachelor suite, with another tenant of the landlord, IA, living there.

In support of their application, the landlords submitted that the tenants or a person permitted on the residential property by the tenants have 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 IA has been living in the bachelor suite since October 2018. On April 29, 2020, he received notice from IA that he was scared due to the tenants here, as they and/or their guests were breaking bottles and trying to break into his door. The landlord said the tenants or guests damaged the door, by twisting it in trying to enter the rental unit of IA. The landlord submitted that there are now gaps in IA's door, due to the damage of the tenants or their guests and that as a result, IA's door will not lock.

Additionally, the landlord submitted that the tenants have damaged the residential property, by removing gutters, screens and the front door panels.

The landlord submitted the police have been called out to the residential property to attend to the reports of the destruction, noises and attempted entries to IA's rental unit.

The landlord submitted that there was blood all over the outside IA's front door and side panels.

The landlord submitted that he has had to provide separate accommodations for IA for now, as he fears for his safety due to the actions of the tenants and his guests.

The landlord submitted that the tenants have placed a gate in the driveway, blocking access to the rental unit. The landlord submitted also that the tenant, BW, jumped off the fence, trying to land on him, swearing and swinging at him.

In support of his application, the landlord's evidence included numerous photographs of the damaged doors, windows, and gutters and of the blood spatter outside IA's rental unit. The landlord also submitted video evidence of the tenant jumping off the fence and of the abusive language used.

Analysis

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

I accept the landlords' undisputed evidence that the tenants or someone they have allowed on the property to have significantly interfered with or unreasonably disturbed another occupant of the residential property.

I find the landlords submitted sufficient evidence that the tenants or persons allowed on the property by the tenants to have broken and removed screens and gutters, attempted to enter the other tenant's rental unit, damaging his door, and caused loud noises from their rental unit.

I find such destruction of property and loud banging noises, along with police having to be called to the residential property would cause the other tenant/occupant, IA, to be unreasonably disturbed.

I also find the landlord submitted sufficient evidence to show that the tenant, BW, attempted to assault the landlord.

Due to these conclusions, I therefore find that the landlords have proven that the tenants have 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 and to ensure the safety of their other tenant, IA.

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 landlords' application is successful. The tenancy ended this date, May 22, 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, the cost to file their application.

The landlords may choose to satisfy this monetary order by withholding the amount of \$100 from the tenants' 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 22, 2020

Residential Tenancy Branch