



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on August 8, 2020, wherein the Landlords requested an early end to tenancy and recovery of the filing fee.

The hearing of the Landlords' Application was scheduled for 9:30 a.m. on September 14, 2020. Only the Landlord and his agent, N.E., called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 10:09 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord, N.E., and I were the only ones who had called into this teleconference.

As the Tenants did not call in, I considered service of the Landlords' hearing package. N.E. testified that they personally served the Tenants with the Notice of Hearing and the Application on August 12, 2020. A proof of service for each Tenant was provided in evidence before me and which confirmed that a witness, B.A., observed the Tenants being personally served with this Application.

I accept the Landlord's undisputed evidence with respect to service and find the Tenants were duly served as of August 12, 2020 and I proceeded with the hearing in their absence.

Issues to be Decided

1. Is the Landlord entitled to an early end of tenancy?
2. Should the Landlord recover the filing fee?

Background and Evidence

The tenancy began February 1, 2018. Monthly rent is \$1,500.00 and the Tenants paid a \$750.00 security deposit.

N.E. testified on behalf of the Landlord. She confirmed that she is a resident of the rental building. She stated that to her knowledge there are approximately eight units in the rental complex. N.E. further stated that she has an 11 year old daughter and is concerned about having her daughter play outside, due to the Tenants' constant conflict and fighting. She further noted that there are other children on the property who are regularly exposed to the Tenants' aggressions.

N.E. confirmed that the reasons the Landlord seeks to end the tenancy is due to the constant fighting and yelling and aggressive and threatening behaviour of the Tenants. She stated that the police are at the rental unit at least once a week.

N.E. stated that the Tenant, C.A., and her son, S.A. continue to reside in the property and the other Tenant, T.A., may have moved out but "comes and goes".

N.E. testified that at least half of the other residents have complained that C.A. has threatened them. The Landlord provided letters in evidence from the other residents, however the authors of the letters were not indicated nor were the letters signed. N.E. further testified that the authors were concerned about how C.A. might react/retaliate and asked to remain anonymous for safety reasons.

N.E. stated that to her knowledge the nature of C.A.'s threats to other residents are that C.A. is going to cause the other residents bodily harm. As an example, N.E. stated that on June 28, 2020, C.A. yelled at another resident's guest from her balcony and then proceeded to the parking area where she yelled and screamed at this person in such a manner that the guest felt she might be struck by C.A.

N.E. also testified that she has personally observed the police attending at the rental unit at least once a week due. To her knowledge the police have been repeatedly

called to the rental unit due to fighting between the family members. N.E. also stated that S.A. is very violent as he has kicked and punched the building causing damage. Photos submitted by the Landlord showed damage caused by the Tenants to their rental unit and the rental building.

N.E. stated that she moved in November 2019 and the Tenants' behaviour has been consistently problematic, but is worse in the summer as the Tenants are outside more such that their yelling and screaming is more obvious. N.E. stated that the Tenant, C.A., can be fine one minute, but when she starts drinking, she is extremely volatile.

Introduced in evidence by the Landlord were video and audio clips of the Tenants yelling and fighting. N.E. confirmed that she took the photos and videos. She confirmed that the woman yelling and swearing in the video was C.A. N.E. stated that in one of the videos she believes that C.A. was yelling at a visitor of the building. N.E. noted that the video was short as the incident actually went on for some time.

N.E. noted that she has not been personally threatened by the Tenants, as she tries to keep to herself. That said, she stated that she was worried about having her name associated with this Application as she worries about repercussions from the Tenants.

The Landlord also testified. He stated that ten families reside in the rental complex.

The Landlord further stated that the Tenants have caused significant damage to the rental unit when they are fighting, including breaking the chandelier and punching holes in walls and doors. The Landlord stated that he has tried to be patient and has given them numerous warnings about their behaviour, and tried to work with them, however their behaviour is worsening and now other tenants want to leave the complex due to the Tenants' behaviour.

The Landlord also testified that he has been informed by five of his other tenants that they have been personally threatened by the Tenant, S.A. The Landlord claimed that S.A. punched a hole in another resident's wall and physically assaulted two other tenants. The Landlord stated that the other residents are terrified of the repercussions of speaking publicly about this as they worry how S.A. will react.

Analysis

Section 56 of the *Act* provides that a tenancy may be ended early if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;
- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord's property at significant risk;
- engaged in illegal activity that
 - has damaged or is likely to damage the Landlord's property,
 - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
 - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

and it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

After consideration of the undisputed testimony and evidence before me and on a balance of probabilities, I find as follows.

I accept the Landlord and N.E.'s undisputed testimony that the Tenants regularly yell and scream at each other, other residents, and visitors to the rental building. Video and audio footage submitted in evidence by the Landlord confirms the Landlord, and N.E.'s testimony as to the nature of the Tenants' conflict.

I also accept the Landlord's undisputed evidence that the other residents have been threatened and physically assaulted by the Tenants. The Landlord's testimony was corroborated by N.E.'s who testified that she was also aware that the Tenants had threatened others. I also accept her testimony that she is hesitant to allow her daughter to play outside due to the Tenants' conflict.

In all the circumstances, I find the Landlord has met the burden of proving that the Tenants have significantly interfered with other occupants of the residential property.

The photographic evidence submitted by the Landlord also supports a finding that the Tenants have caused extraordinary damage to the rental property during these periods of conflict.

I also accept N.E.'s testimony that she is fearful of the Tenants and is worried that they will retaliate due to her providing video evidence and testimony during the hearing before me. She was audibly concerned during the hearing and I am satisfied that the Tenants behaviour has adversely affected her sense of security and safety at the rental property.

I am also satisfied that would be unreasonable to wait for a 1 Month Notice to take effect as I find the occupants' concerns of retaliation from the Tenants to be justified, based on N.E.'s testimony as well as the Landlord's testimony that one of the Tenants has assaulted others in the rental complex.

I therefore grant the Landlord's request for an early end to tenancy. In furtherance of this I grant the Landlord an Order of Possession effective two days after service on the Tenants. This Order must be served on the Tenants and may be enforced in the B.C. Supreme Court.

Conclusion

The Landlord's request for an early end to tenancy is granted. He is granted an Order of Possession effectively two days after service on the Tenants.

The Landlord may retain \$100.00 from the Tenants' security deposit as recovery of the filing fee.

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: September 14, 2020

Residential Tenancy Branch