



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 12, 2020, wherein the Landlord sought an early end to tenancy.

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on October 20, 2020. Only the Landlord and his daughter, H.A., called into the hearing. H.A. gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 9:58 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 and H.A. and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. H.A. testified that she served the Tenants with the Notice of Hearing and the Application on September 18, 2020 by posting to the rental unit door.

Pursuant to the above, and section 90 of the *Residential Tenancy Act*, documents served this way are deemed served five days later; accordingly, I find the Tenants duly served as of September 21, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence

specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Is the Landlord entitled to an early end to tenancy?

### Background and Evidence

The tenancy began June 20, 2020. The rental unit is a basement suite in the Landlord's home.

In support of the Landlord's request for an early end to this tenancy H.A. testified as follows. She stated that the Tenants, A.H., and C.H., have threatened the Landlord and his family, as well as the neighbours. As a result, the Landlord and his family are very concerned about their safety.

H.A. stated that when the Tenants first moved in, the husband and wife, A.H. and C.A., would get into very violent arguments. At times, C.H. would come to the Landlords' home in considerable distress. H.A. stated that this arguing continues and seems to go on every single night.

H.A. stated that the Tenant, A.H. has also been violent with the neighbour, J. A video was provided by the Landlords in evidence and which showed A.H. and the neighbour in a verbal altercation. H.A. stated that this arguing culminating in a physical altercation wherein A.H. punched the neighbour twice in the face. The police were called as a result of this incident.

H.A. stated that the Tenants have also been verbally abusive to the Landlord and his family. She stated that on one occasion the Tenants blew an electrical fuse such that their power was off. The Tenants assumed that the Landlord had shut off their power and were extremely aggressive. The Tenants called the police on this occasion as they believed the Landlords turned the power off on purpose.

In terms of these threats against the Landlord's family, H.A. stated that on October 17, 2020, A.H. was washing his car at 2:00 a.m. The next day, the Landlord asked A.H. why he was up so late and making so much noise, at which time A.H. said "you don't want to mess with me, you don't know how dangerous I am".

H.A. stated that on another occasion, approximately three weeks ago, the Landlord called the police due to the Tenants' loud noise. The Landlords' daughter, E.A. was waiting outside and the Tenant C.A. stated "I am going to beat you, I am going to slap you". E.A. is now afraid to go outside which has impacted her willingness to go to school as she is afraid of running into C.A.

The Landlord stated that everyone in the Landlord's family is now afraid of the Tenants as they are aggressive and threatening. They worry that the Tenants will follow through on their threats or resort to physical violence as A.H. did with the neighbour.

### 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)

In this case, I accept the Landlord's undisputed testimony that the Tenants have seriously jeopardized the safety of the Landlord and his family.

The evidence before me confirms the Tenant A.H. has been in a physical altercation with the neighbour, which was witnessed by the Landlords' family. I accept the Landlord's evidence that the Tenant continues to engage in verbal altercations with the neighbours. I also accept the Landlord's evidence that the Tenant A.H. personally

threatened the Landlord ,and that C.A. threatened the Landlord's daughter. I find that this behaviour is very upsetting to the Landlord and his family, who occupy the same rental home, and has therefore adversely affected their sense of security or safety.

I also accept the Landlord's daughter's testimony that they are fall fearful of the Tenants. In all the circumstances I find that it would be unreasonable for the Landlord to wait for a notice to end tenancy for cause to take effect.

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.

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: October 21, 2020

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Residential Tenancy Branch