



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET, FFL**

Introduction

This hearing dealt with the Landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. An Order for ending the tenancy early pursuant to Sections 56 and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord, Property Manager, MS, and several supports including a realtor, and two daughters, RG and SM, attended the hearing at the appointed date and time, and provided affirmed testimony. Three Tenants, JG, MP, and DF attended the hearing at the appointed date and time. The Tenants selected JG as their spokesperson, and JG provided affirmed testimony.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Both parties were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Landlord and MS served the Tenants with the Notice of Dispute Resolution Proceeding and all evidence by leaving the package taped to the backdoor of the rental unit on October 13, 2021 (the "Notice"). A proof of service was provided for the Notice. I find the Notice was served according to Section 89(2)(d) of the Act.

Issues to be Decided

1. Is the Landlord entitled to an Order for ending the tenancy early?
2. Is the Landlord entitled to recovery of the application filing fee?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

Documentary evidence submitted for this file states this periodic tenancy began on December 1, 2020. Monthly rent is \$3,090.00 payable on the first day of each month. There are several Tenants who reside in this home, and JG, testified that all their rents are direct deposited after social assistance payment day.

The Landlord testified that she received an Order of Possession for this property on December 22, 2020. The previous RTB file number is reported on the cover sheet of this decision. She employed the services of a bailiff service in May 2021, but this service was only successful in removing one tenant. Since the beginning of this year, the Landlord stated that she was only accepting rental payments from the overholding Tenants for use and occupancy of the rental home.

MS testified that the Tenants in this rental home have caused lots of trouble in the home and on the rental property. She described the home as a squatter house. MS testified that drug dealings have occurred at the rental home. MS said police presence at the home has occurred where stolen goods have been retrieved from people in the home. MS stated when she went to the home to serve documents on the Tenants, she was bear sprayed. MS said about this event, she called the Landlord and told her what happened. MS testified that the Landlord called the police. MS stated she met the police at a 7-11 up the street while another crew went to the house to inquire on this event. She said no one in the house wanted to give a witness statement.

MS testified to another incident involving a man on the property who was wielding a knife. She said this man is mentally ill and he held the knife in front of the police. MS reported that a former tenant of the property told her to be careful going to the property, that people there were going to cause damage to her vehicle.

The Landlord testified that she has been responsible to pay city bylaw fines and disposal bin rental fees for the untidy and unsightly premises she alleges the Tenants caused. The Landlord also testified about an event where the fire department was called to the house because of lots of smoke was coming out of the chimney. The Landlord maintained that the Tenants had built a fire inside the home to keep warm after the hydro was turned off.

A summary of the significant events this Landlord and MS have experienced follow:

DATE	INCIDENTS/EVENTS	FINES
February 1, 2021	Disposal bin services, Inv. #0075	\$612.94
May 15, 2021	Eviction Services	\$1,130.00
August 31, 2021	Disposal bin services, Inv. #0204	\$712.17
September 2, 2021	RCMP File #21-133531 - pepper/bear spraying incident	
September 8, 2021	Unsightly property-city fine	\$500.00
October 2, 2021	Police report - alleged stolen property removed	
October 6, 2021	RCMP File #21-152185 - dark smoke from chimney, fire department called	

The Landlord stated there were people sleeping in tents in the front yard, and a car was parked on the grass for which the city imposed a fine on her. Finally, the Landlord testified that there are many broken windows, holes in the walls from the Tenants kicking in the walls, and much damage to the floors. She maintains that to repair her home, it will cost thousands of dollars.

JG stated that the people sleeping in the front yard were from the other side of the duplex. When they moved in, there was an infestation of cockroaches in their unit, so they moved themselves out to the front yard.

JG said on September 2, 2021, that she called the police herself to the rental unit because the Landlord refused to give proper notification to enter the home. She testified that her boyfriend did not bear spray MS, and she did not deny that a bear spraying incident occurred. JG said the Landlord and MS do not provide notice that they want to enter the rental unit, instead they just walk in.

JG said there is an upper level to this home and a lower level. She gave evidence that they have barricaded the door that goes upstairs, she said, because the upstairs Tenants are irresponsible, and she does not trust them.

JG said she wants to move out and they have been looking night and day for alternative living space. She testified that she is agreeable to a November 30, 2021 move out date.

Daughter SM said these difficulties have been going on for months and it has been trying on her mother's health. They want this relationship ended sooner rather than later and would be agreeable to an end of tenancy on November 30, 2021.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus, in this application, is on the landlord to prove, on a balance of probabilities, the grounds on which this application for an early end to tenancy were based.

In this matter, Section 56 of the Act is relevant:

56 (1) *A landlord may make an application for dispute resolution requesting*

(a) *an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [landlord's notice: cause], and*

(b) *an order granting the landlord possession of the rental unit.*

(2) *The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,*

(a) *the tenant or a person permitted on the residential property by the tenant has done any of the following:*

(i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*

- (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) *put the landlord's property at significant risk;*
 - (iv) *engaged in illegal activity that*
 - (A) *has caused or is likely to cause damage to the landlord's property,*
 - (B) *has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
 - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) *caused extraordinary damage to the residential property, and*
- (b) *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.*
- (3) *If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.*

I find this Landlord has experienced significant interference and has been unreasonably disturbed for an extended period of time. I find that MS being bear sprayed by a person permitted on the residential property has not only significantly interfered with the Landlord but also has seriously jeopardized a lawful right or interest of the Landlord. The numerous police callouts and city bylaw breaches that the Landlord has lived with over this year are grossly excessive and costly. I find that if the Tenants are building fires so big in the house to keep warm that this poses an imminent risk to the Landlord's property. The spokesperson Tenant did not satisfy me that the actions of the Landlord were those of an unreasonable Landlord. The spokesperson Tenant stated she also wants to sever this relationship, and that is what is needed.

I find that the Tenants' actions and conduct make it unreasonable, or unfair to the Landlord of the residential property, to wait for a notice to end the tenancy under Section 47 [landlord's notice: cause] to take effect.

I find the Landlord has satisfied me that an order to end this tenancy early is warranted and is entitled to an Order of Possession, which will be effective on November 30, 2021 at 1:00 p.m. As the landlord was successful in her application, she may, pursuant to Section 72 of the Act, recover the \$100.00 filing fee paid to start this application.

Conclusion

The Landlord is granted an Order of Possession, which will be effective November 30, 2021 at 1:00 p.m. This Order may be filed in and enforced as an Order of the British Columbia Supreme Court.

I grant a Monetary Order to the Landlord in the amount of \$100.00. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 10, 2021

Residential Tenancy Branch