



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This expedited hearing was scheduled to convene at 9:30 a.m. on February 24, 2023 concerning an application made by the landlord seeking an early end to the tenancy as 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, and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceeding and the landlord's evidence by registered mail on February 4, 2023. I accept that testimony, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlord has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the tenancy should end because 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?

### Background and Evidence

The landlord has provided a copy of a tenancy agreement showing that this month-to-month tenancy began on January 1, 2020 and the tenants still reside in the rental unit. Rent in the amount of \$1,150.00 is payable on the 1<sup>st</sup> day of each month and there are

currently no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$575.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite, and the upper level of the home is also tenanted.

The tenant named in this application moved in on October 1, 2021 and signed the tenancy agreement. There are several people residing in the rental unit, one who always pays rent on time, however the tenant named in this application hasn't paid his portion of the rent.

Originally another person was living with the tenant who always pays rent on time, however that person moved out without telling the landlord, and allowed the tenant named in this application to move in. Then a girlfriend also moved in without the landlord's knowledge, but the landlord does not know when. The landlord went to collect mail and a girl opened the door who was swearing at the landlord and said she lived there. A previous tenant has also moved back in, and he and the original tenant pay the rent.

The tenant named in this application and his girlfriend are using drugs, and they don't make any sense. The bedroom door and front entrance door have been broken, as well as a window. The landlord doesn't feel comfortable or safe to go to the rental property because people come and go. Police have attended, who told the landlord to call if the landlord needs to go there again, for safety reasons. The landlord and husband went there a few days ago to get rent, and the tenant named in this application was swearing at the landlord's husband and said he'd be dead in 2 minutes. The landlord is also afraid of the tenant's girlfriend, who gets drunk.

The landlord also testified that tenants in the upper level of the rental home have kids who get upset when the tenants downstairs argue. They smoke and do drugs and the landlord fears that they will start a fire. A copy of a letter from the tenant in the upper level has been provided for this hearing. It states, in part that the tenants in the basement suite have been yelling, screaming, and that verbal and physical fights have resulted in police involvement. It also states that there are rats and mice downstairs because of the junk and trash from the downstairs tenants. The writer's children are scared, and it is also a health and safety concern. The landlord testified that it's a serious issue that has gone on for so many months and is very stressful for the landlord. There is so much garbage and junk, it is not healthy for anyone. The tenants know nothing will happen to them and they continue damaging the rental property.

### Analysis

I explained to the landlord that if the tenancy ends, it ends for all of the tenants and occupants of the rental unit.

The landlord does not believe all of the allegations contained in the letter of the upper level tenant, which concerns me. However, more concerning is the undisputed allegation of damaging doors and windows, and garbage attracting rodents.

In the circumstances, I am satisfied that the tenancy should end earlier than a One Month Notice to End Tenancy for Cause would take effect because it would be unreasonable or unfair to the landlord or other occupants to wait for such a Notice to take effect, and I grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

Since the landlord has been successful with the application the landlord is also entitled to recovery the \$100.00 filing fee from the tenants. I order the landlord to keep that amount from the security deposit held in trust.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

I further order the landlord to keep \$100.00 of the security deposit as recovery of the filing fee.

This order is final and binding and may be enforced.

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: February 24, 2023

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Residential Tenancy Branch