



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 convened by way of conference call concerning an application made by the landlords seeking an Order of Possession ending the tenancy early 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; and to recover the filing fee from the tenant for the cost of the application.

Both landlords and the tenant attended the hearing and each gave affirmed testimony. The landlords also called 1 witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness and to give submissions.

The landlords indicated that all evidence has been provided to the tenant, and the tenant did not dispute that. The tenant has not provided any evidentiary material. All evidence of the landlords has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the landlords established that the tenancy should end early because it would be unreasonable or unfair to the landlords or other occupants to wait for a Notice to End Tenancy for Cause to take effect?

Background and Evidence

The first landlord (SJ) testified that this fixed-term tenancy began on August 15, 2022 and reverts to a month-to-month tenancy after August 15, 2023, and the tenant still

resides in the rental unit. Rent in the amount of \$1,400.00 is payable on the 1st day of each month. The landlords have collected a security deposit from the tenant in the amount of \$700.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a condominium apartment, and the landlords do not live on the property.

The landlord further testified that it will be extremely unfair for others if the tenant stays in the rental unit. The tenant was given a One Month Notice to End Tenancy for Cause which was disputed by the tenant. There are constant complaints, problems, lack of accountability by the tenant which is extremely unfair to neighbours in the complex. The tenant is causing complete disrupting to others' lives constantly, endangering the rental unit, and other residents are retaliating. The landlords have received strata fines of \$50.00 for each complaint and misuse of the property by the tenant and the tenant's guests.

The tenant is having parties and hosting barbeques with too many people in common spaces, smoking and drinking. It's an on-gong circus. Within the 1st week of the tenancy there were 7 complaints. The landlords have received apologies from the tenant but the situation continues. The landlord has sent every complaint to the tenant once receiving them and the tenant takes no responsibility and continues regardless. Other tenants have been begging the landlords to evict the tenant. She is ruining their lives; constant music with doors open, and no peace to others. The tenant and guests play constant music, drink publicly, and a lot of screaming is on-going. The tenant uses common spaces as her own, and screams profanities at other residents. Audio recordings have been provided for this hearing.

The second landlord (AJ) testified that due to massive complaints and screaming the landlords have been trying to move the tenant out since 2 weeks after moving in.

The landlords do not live in the building, and need to help the people who do live there. There is no reason to be screaming profanities, whether there's someone there to hear it or not. It is harming the residents, who are badgering the landlords and the strata to get the tenant out.

The landlords have waited for many months for residents to have relief and the landlords don't want to put other residents through this anymore. It is urgent that the tenant leaves as soon as possible. The tenant has ruined lives of residents on a daily basis, and the resident above the rental unit can't sit in his apartment. Daily life is destroyed. The tenant has to move out for the peace and the rights of others have been destroyed; no quiet enjoyment. The tenant has no concern for anyone but herself.

Each time the landlords bring issues to the tenant's attention, the tenant blames other people, with no accountability.

The landlords' witness is the strata manager and has been for 5 years.

Immediately after the tenant moved in the strata started to get complaints, which have not stopped but are constant and have been throughout the tenancy. Seven or eight other residents are quite desperate in their letters and have sent emails, called the strata office, making desperate calls, police reports and police showing up constantly. It's awful for other residents who have their lives disrupted every 3 days or so, and change their habits of going into or outside of the building to avoid the tenant.

People are interrupted with loud noises, and police attendance is disruptive. The tenant has negatively affected the entire complex and it's unfortunate to have to have waited this long.

The witness manages 15 buildings, and this is the only one to this level and upsetting owners. It is the job of the witness to investigate complaints, and the witness is sure that these are not false complaints.

The tenant testified that half of this stuff is rubbish. The woman next door always has recordings on the tenant, and she was nosing at the tenant's back window.

Nobody's perfect. The tenant called the police because someone left a dog in a car. The audio provided by the landlords was the tenant asking for help because of her back. Not everything is the tenant's fault. The tenant is usually in bed before 9:00 and no one else is there. The fellow who says he changes his habits to avoid the tenant is rubbish; he said hi once and that's the only time they have spoken. Not everything that the landlord has on paper is true.

The tenant disputed a One Month Notice to End Tenancy for Cause and a hearing is scheduled in June.

SUBMISSIONS OF THE LANDLORDS:

The landlords are begging for relief for the sake of people in the building. The landlords have heard enough apologies and promises over and over but the disruptions keep happening. On behalf of other residents, this is an emergency and the landlords don't want to put them through 1 more day. All evidence points to an emergency.

SUBMISSIONS OF THE TENANT:

None of the residents have joined the call to testify and none of the people who did testify live in the building, but believe everyone else. The tenant doesn't have a stereo and no one has asked the tenant to turn down the music. The tenant has corrected the bass.

Analysis

I have reviewed all of the evidentiary material and I've listened to all recordings and there is no question that the residents of the building are fed up with the noise, profanities, music and other disruptions. I also consider the "nuisance" fines imposed or threatened to be imposed against the landlords for the tenant's behaviour.

Considering the evidence, I am satisfied that it would be unreasonable or unfair for the landlords to wait for a notice to end the tenancy for cause to take effect. Therefore, I grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenant. The tenant must be served with the Order of Possession which may be filed in the Supreme Court of British Columbia for enforcement.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlords in that amount, and I order that the landlords may keep that amount from the security deposit held in trust, or may serve the tenant with the order and file it for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

Conclusion

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

I further grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the landlords may keep that amount from the security deposit held in trust, or may otherwise recover it.

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: May 16, 2023

Residential Tenancy Branch