



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This expedited hearing was convened by way of conference call concerning an application made by the landlords seeking to end the tenancy without serving a notice to end the tenancy because it would be unreasonable or unfair to the landlords or other occupants to wait for a notice to end the tenancy to take effect.

The hearing did not conclude within the time scheduled on the 1<sup>st</sup> day, and was adjourned twice to continue. My Interim Decisions were provided to the parties after each scheduled date.

Both landlords and the tenant attended on each scheduled date, and for some of the hearing time, the tenant was accompanied by a Supportive Community Service Worker. Both landlords and the tenant gave affirmed testimony, and the landlords also called 2 witnesses who gave affirmed testimony. The parties were given the opportunity to question each other and the witnesses, and to give submissions.

At the commencement of the first day of the hearing I learned that the landlords had provided all evidentiary material to the tenant, but the tenant had not provided any of the tenant's evidence to the landlords. Any evidence that a party wishes to rely on must be provided to the other party, even if they already have a copy; it's important for all parties to know what is before me. Since the tenant has not provided any evidence to the landlords, I decline to consider it. All evidence of the landlords has been reviewed and the evidence I find relevant to the application is considered in this Decision.

### Issue(s) to be Decided

Have the landlords established that the tenancy should end without giving a notice to end the tenancy because it would be unreasonable or unfair to the landlords or another occupant to wait for a notice to end the tenancy to take effect?

### Background and Evidence

**The first landlord** (DG) testified that this month-to-month tenancy began on March 1, 2021 and the tenant still resides in the rental unit. Rent in the amount of \$900.00 is payable on the 1<sup>st</sup> day of each month. The landlords collected a security deposit from the tenant in the amount of \$450.00 at the commencement of the tenancy, and the tenant has been paying a pet damage deposit of \$450.00 in installments, but has so far only paid \$300.00, which is still held in trust by the landlords. The rental unit is a duplex with a lower level suite that the tenant resides in, and the upper level and the other side are rented to other tenants. A copy of the tenancy agreement has been provided by the landlords for this hearing.

The landlord also testified that for the first 2 years of the tenancy, the tenant was great; helpful, respectful and was taking a horticultural class, doing a good job.

In April the tenant stopped paying rent, lost a lot of weight and said he had been working out. However his eyes were dilated and he was acting weird. The following month he looked worse and his behaviour had become increasingly bizarre. In June, the tenant asked to meet the landlord downtown, and told the landlord that he had become a “street creature.” That was the last rent payment made. The John Howard Society said the tenant had to sign a form, then half of the rent would be paid by them. The tenant is in arrears of rent the sum of \$1,800.00 for July and August.

The tenant in the upper level is a very small lady, and the tenant’s constant yelling, banging on something is non-stop. Homeless people have been camping in the back yard in tents, 1 of which has been there for at least 2 ½ months. The tenant has taken over the carport where common drug use takes place. The tenant from the upper level can’t park there. Her child is terrified and stays most nights at the child’s father’s home. The tenant yells and screams and when asked to be quiet, the tenant goes into an absolute rage. Police have been called on multiple occasions. The tenant in the upper level says she fears for her life and safety of herself and child, in several conversations with the landlord. Copies of emails from other occupants have been provided for this hearing.

The washer and dryer are shared between the upper and lower level suites, however the tenant in the upper level doesn’t use it anymore.

When asked why the landlords have not given a One Month Notice to End Tenancy For Cause, the landlord testified that he thought it was an “either/or” situation.

**The second landlord** (WG) testified that the parties have only met twice; shortly after moving in and another time more recently. Change was remarkable; the tenant was going on about being a “street creature” and talking to himself. The landlord is concerned about the tenant in the upper level and her child. The tenant in the upper level turns down shifts so as not to leave her child alone.

**The landlords’ first witness** (LK) is the occupant in the upper level and testified that 5 or 6 months ago the tenant’s behaviour was normal, but went through a change in physical looks and behaviour. The tenant has always been a happy, weird guy, skinny but normal looking. All of a sudden he became emaciated, skeleton appearance, looks like he’s tired all of the time, never dressed properly and looks sick, not well.

One occasion in June 2022 the witness came home from work after 11:00 p.m. and the tenant was yelling and swearing at a friend of his, talking about crazy things, and they were high. He told the witness that he was a devil worshipper, which the witness found to be threatening and scary. The witness told the tenant that she would call police, as the tenant was spitting and yelling in the witness’ face. The witness called 911 and was advised that someone else had already called police. The tenant threw a bike across the driveway, while the witness was shaking by her door.

Lately, the tenant has been yelling and swearing at the witness and the witness’ daughter, scaring them. The tenant has changed; he’s not the same and unpredictable.

The witness does not want her child there when he’s the way he is, and the child has been staying at the witness’ ex-partner’s house. The tenant is up all night and day, outside all the time, yelling and in the street. It’s chaos all the time. The tenant has destroyed the witness’ carport area with garbage and stuff he displays, and the witness can’t park in there anymore.

Police have attended 3 times at request of the witness, and altogether probably 7 or 8 times. The witness and child are afraid of the tenant and the witness doesn’t trust him. The witness doesn’t do laundry in the common laundry room. The witness is stressed all the time; afraid due to the way he acts, which is normal sometimes and not others. The witness doesn’t sleep, and if the tenant stays, the witness’ child can’t live there. The tenant is scary looking, the witness’ child doesn’t want to go outside while the tenant’s friends are there, they are not dressed properly and always there.

**The landlord’s second witness** (JG) testified that he lives on the property in the basement opposite of the tenant’s suite, but is currently staying with his parents who do not live on the rental property.

The witness also testified that at the beginning of July someone wandered over at 9:30 shirtless and the witness asked him to leave. The person got rowdy, was swearing and being belligerent. The witness didn't feel comfortable or safe. The person was the tenant with guests. The tenant has been having vagrants on the property, who also swear at the witness.

The witness' girlfriend was on her way to her car and the tenant randomly approached her, trying to talk to her. Recently, the tenant has been getting confrontational. The witness' girlfriend felt threatened and it was very uncomfortable for her.

There's always arguments, yelling and fighting on the property. Sometimes the tenant burns things in the back yard, and dug a firepit at one time. Stuff is stacked in the back, and the tenant and guests have been throwing bottles and breaking glass. It's been an entire disaster.

**The tenant** testified that this is the tenant's first home in 20 years, and his history is long. The tenant has had a rough time in his life, but is doing well. The tenant went through a brief period after having to let go of his 30 year old daughter, who is not ready to connect. The tenant reached for drugs and told the landlord that the tenant used crystal meth for a short period of time but has been clean since. The tenant is trying to be a good neighbour and get along.

The tenant went to school for 3 years. The tenant has been willing to work with the landlord, has paid rent, and no extra guests except for a person to help while the tenant was bed-ridden for 3 days. This is a rough time.

The tenant takes care of the property, pruning, etc., and the landlord says it was a good job. The tenant takes responsibility and ownership for the excellent shape in the rental unit, and has tried to be a good neighbour.

The tenant was very upset and resorted to drugs for a short time of about 1 ½ months. The tenant told the landlord, but didn't tell him the reason.

The tenant has tried several times to make things up to the tenant in the upper level, but she refuses, and the tenant can't change her heart. The tenant is doing what he can to be an upstanding tenant, cordial and polite.

The tenant tried to help some homeless people on the street. They are dirty and the tenant let them shower and fed them. The tenant in the upper level said she didn't want them on the property, so the tenant stopped that. It only happened for a month. The

tenant even gave the tenant in the upper level \$30.00 for laundry. The tenant may have made her insecure, but no one has done anything bad, and the tenant told others that whatever the tenant in the upper level says, goes.

The tenant had a short time of being unable to control his emotional turmoil.

#### SUBMISSIONS OF THE LANDLORDS:

For the first 2 years he was a great tenant, but at the beginning of this year things have gone sideways. The impact on other tenants has been enormous, mostly the tenant in the upper level, due to a multitude of dirty homeless people hanging out in the carport and using the laundry facilities. The tenant in the upper level takes her laundry to her ex-husband's home, and her daughter spends little time with her. The tenant in the upper level cannot park in the carport. It's been intimidating for the landlord to go there and takes someone else. The tenant in the upper level and her daughter are small. Safety is a concern and is something she lives with all the time. She is scared and intimidated. People have been camping out in back yard.

#### SUBMISSIONS OF THE TENANT:

It is not true that anyone has camped out in the back yard.

#### Analysis

The landlord indicated that the landlord believed it to be an "either/or" situation; that the landlord could either issue a notice to end the tenancy or apply for an expedited hearing. However, that is not the case. I refer to Residential Tenancy Policy Guideline 51 - Expedited Hearings which states, in part:

The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application. Evidence that could support an application to end a tenancy early includes photographs, witness statements, audio or video recordings, information from the police including testimony, and written communications.

I have considered the testimony of the landlord's witnesses, and I have reviewed all of the landlord's evidentiary material, and it is clear from all of the emails sent to the landlord from other occupants that the tenant's behaviour has escalated to violent acts or delusional

speech. I also consider the testimony of the resident in the upper level of the house, who described the situation as scary and that she fears for the safety of her and her child, to the point of having her child stay with an ex-partner.

I accept that the tenant has gone through a tough time and has full intention of getting his life back on track. However the application is to end the tenancy earlier than a notice to end the tenancy would take effect. I find that the landlord has established that it would be unreasonable or unfair for other occupants to wait for a notice to end the tenancy for cause to take effect.

As a result I grant an order of possession in favour of the landlord effective on 2 days notice to the tenant. The tenant must be served with the order, which may be filed for enforcement in the Supreme Court of British Columbia.

### 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 tenant.

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: September 14, 2023

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Residential Tenancy Branch