



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ET, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an early end of the tenancy and an Order of possession and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The Landlord testified that she served each Tenant individually with the Application for Dispute Resolution and Notice of Hearing by posting on the door on August 30, 2011; however neither tenant appeared at the hearing. Thus the landlord successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). The hearing proceeded in the tenants' absence.

The Landlord's agents were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Issue:

During the initial phase of the hearing, the testimony revealed that although the Landlord made an application against two parties, this dispute involves separate rental units, upper and lower in a single home, separate tenancies, and separate tenancy agreements.

The Landlord was then provided an opportunity to amend their application to remove one of the Tenants and proceed solely against one Tenant. The Landlord agreed to amend their application, and elected to remove Tenant RE from consideration from this application.

Thus, the hearing proceeded solely against Tenant SS.

Issue(s) to be Decided

Is the Landlord entitled to end this tenancy early without the requirement of a Notice to End Tenancy?

Is the Landlord entitled to an Order of possession?

Is the Landlord entitled to filing fee costs?

Background and Evidence

Although no tenancy agreement was entered into evidence, the Landlord testified that this tenancy began on March 1, 2011, and that monthly rent is \$800.00.

The Tenant occupies the upper unit of the residential premises.

In support of their application, the Landlord submitted written statements from at least six neighbours of the residential property.

The supporting evidence of the Landlord indicates that the Tenant is putting the Landlord's property at significant risk. The Landlord also submits that the rental unit is suffering extraordinary damages due to the Tenant's actions, or due to the actions of people the Tenant has allowed in.

The evidence demonstrates that the Tenant and her guests have continuous loud, drunken parties, with attendances from the RCMP multiple times in a short period of time.

The neighbours also complain that they do not feel safe due to the fighting and drunken people in and out of the house at all hours of the day and night.

Another neighbour states that she, as a single mother, is fearful for the safety of her children due to the constant noises and disturbances, which have included a bleeding partier banging on the neighbour's door to call the police, very late at night. This neighbor has witnessed the fighting and police being called.

Other neighbour states that they were fearful for the safety of their daughter due to the Tenant's drunken parties, which results in fighting and arguing. These neighbours also state that they are unable to keep their windows open due to the constant noise.

Other neighbours submit that the police and ambulances are called at all hours of the day and night. These neighbours state that they have witness arguing, screaming, fighting, knifing and fist fights from the drunken partiers. These neighbours also submit that the drunken partiers bang on their door asking them to use their phone to call the police and ambulances, and if they don't happen to answer the door, the partiers will kick in their door. These neighbours also have children and are fearful of their safety.

Still another neighbour stated that she herself has had to call the police numerous times due to the rowdy behaviour and threats to others by the Tenant and/or her guests. This neighbour stated she witnessed the guests threaten other guests with knives and that she has been verbally assaulted by one of the guests with the use of a string of profane names being used towards her.

The Landlord testified that she spoke with one of the police officers, who informed her that the police force has 56 files on this residential property. However, despite her attempts, the Landlord could not obtain any of the files due to privacy constraints.

The Landlord also testified that she attended the rental unit and found one bathroom unusable and a significant number of holes in the wall.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenant has breached the Act and tenancy agreement by causing extraordinary damage to the rental unit and by placing the Landlord's property at significant risk.

In order to establish grounds to end the tenancy early, the landlord must not only establish that he has cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the landlord **and his witnesses**, I find that the landlord has met that burden.

In relation to sufficient cause, I find that the disturbances created by the tenant and others she has permitted at the rental unit have put the Landlord's property at significant risk as well as finding that the rental unit is suffering extraordinary damages.

In the absence of the Tenant who failed to appear, I accept the Landlord's evidence and find it credible that the Tenant and her guests by their actions have created fear and safety hazards throughout the neighbourhood, which has caused the Landlord's property to be at risk. I further find that the number of police complaints and active files further put the Landlord's property at significant risk.

I accept the Landlord's testimony that the Tenant's destruction of the interior of the rental unit has also caused the Landlord's property to be at significant risk.

Secondly, under these circumstances, it would be unreasonable and unfair to require the landlord to wait for a notice to end the tenancy under s. 47 of the Act and therefore I find that the landlord is entitled to an order for possession. A formal order has been issued and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As the landlord's Application has merit I find that the landlord is entitled to the sum of \$50 being the cost of the filing fee paid and may keep \$50.00 from the Tenant's security deposit held to recover the cost of the filing fee for the Application.

Conclusion

The landlord has been granted an Order of possession that is effective **two days after it is served upon the tenant**. This order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court, should the Tenant fail to comply with this Order

I find that the landlord has established a monetary claim, in the amount of \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

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 08, 2011.

Residential Tenancy Branch