



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding G. LAITINEN ROOFING LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

ET, FF

### Introduction

This is the Landlord's Application for Dispute Resolution, seeking orders to end the tenancy early and be granted an immediate order of possession.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified that each of the Tenants were served with the Notice of Hearing, the Application and the evidence of the Landlord by posting two envelopes to the door of the rental unit on June 11, 2014, which was witnessed. The Tenants were witnessed opening the envelopes and throwing the documents around the driveway of the rental unit. I note that refusal or neglect to accept documents is not a ground for Review under the Act. I find the Tenants have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Should the tenancy be ended early and an Order of Possession be granted?

### Background and Evidence

The tenancy began in January of 2014, with the parties entering into a written tenancy agreement. The rental unit is the lower unit in a residential house. There are two other renters who occupy the upper unit in the house. The two renters in the upper unit are elderly and are the in-laws of the Agent for the Landlord. The Tenants were allowed to pay their security deposit late.

Shortly after the Tenants, who are twin brothers, moved into the rental unit another person apparently a girlfriend of one of the Tenants moved in. The Tenants also had two cats move into the rental unit. The Landlord received a pet damage deposit after this.

The affirmed evidence of the Agent for the Landlord is that the Tenants and another occupant of the rental unit, and people the Tenants are allowing on the rental unit property, are putting the health and safety of the other renters at risk.

The Agent testified the Tenants and people the Tenants have allowed on the property are frequently creating noise disturbances, with loud music, fighting and yelling. There are frequent

parties that go on into the night. The police have attended on two occasions responding to noise complaints.

The Landlord also submits that the rental unit is suffering damages due to the Tenants' actions, or due to the actions of people the Tenants have allowed in.

The Agent for the Landlord and a witness attended the rental unit on Sunday June 8, 2014, after duly providing a notice to inspect the rental unit to the Tenants. I note that the Tenants refused to allow the Agent for the Landlord entry on June 6, 2014, following an earlier notice to enter from the Landlord.

On June 8, the Agent for the Landlord and his witness took photographs of the rental unit. The Agent for the Landlord testified about the damages he witnessed and submitted the photographs in evidence. The evidence indicates:

- The casing around the front door is split open;
- There are several doors in the rental unit which look like they have been kicked in, they have holes or marks on them;
- There is a door knob torn off of one of the doors;
- Bi-fold doors in the master bedroom are smashed;
- Doors have been torn off their hinges and closet doors are off of their tracks;
- There is blood, urine and vomit stains in the carpet;
- Drywall on one wall has been kicked in, with a boot or shoe print visible;
- The plumbing access cover in the bathroom has been torn off the wall;
- The towel bar in the bathroom has been torn off the wall; and
- There are numerous holes in the drywall.

The Agent testified he witnessed each of the above and provided the pictures.

The Agent for the Landlord testified that the rental unit property has a very strong odour of ammonia and urine. The Agent testified that one of the carpets in the rental unit has changed colour due to the urine, blood and feces in the carpet.

At the time the Agent and his witness were viewing the rental unit and taking pictures, one of the Tenants taunted the Agent and the witness and challenged them to a fight.

The Agent testified that one of the Tenants told him that had the renter upstairs not been so old, he would have fought that man too when he came to the door to complain about the constant noise and loud music.

The Agent for the Landlord further testified that since the Tenants were served with the Notice of Hearing and other documents, the disturbances have increased in frequency and intensity. The Agent for the Landlord testified that on Thursday night, June 19, 2014, the Tenants began a pattern of turning up the music very loudly for 15 minutes, then shutting it off for 15 minutes then turning it up loudly again for 15 minutes. The Agent for the Landlord attended at the rental unit and testified that he stayed in the upper unit during this time and the pattern of loud music and silence for 15 minute cycles went on from 3:00 a.m. until 6:00 a.m. while he was there.

The Agent for the Landlord testified that the Tenants have not paid rent for May or June of 2014.

The Agent for the Landlord testified they were served with a Notice to End Tenancy for unpaid rent on or about May 7, 2014. The Agent testified that the Tenants have not paid the rent and there is no evidence they disputed the May 2014 Notice to End Tenancy.

#### Analysis

Based on the above, the undisputed testimony and evidence, and on a balance of probabilities, I find the Landlord is entitled to an order ending the tenancy earlier than the tenancy would end if a Notice to End Tenancy for cause was issued, pursuant to section 56 of the Act.

I find the Tenants have breached the Act by unreasonably disturbing other occupants of the residential property, with loud music and other noise. I also find that the Tenants have caused significant damage to the rental unit property and are likely to continue to damage the rental unit property, which puts the Landlord's property at significant risk.

Furthermore, and in any event, by failing to dispute the 10 day Notice to End Tenancy or pay the rent owed, the Tenants are conclusively presumed to have accepted the end of the tenancy in May, pursuant to section 46(5) of the Act.

Pursuant to section 56 of the Act I find this tenancy must end, as I am also satisfied that the activities at the rental unit jeopardize the health and safety of the other occupants and put the Landlord's property at significant risk.

I am satisfied that it would be unreasonable and unfair to the other occupants of the residential property, and the Landlord, to wait for a Notice to End Tenancy based on cause.

Therefore, I grant the Landlord an order of possession against the Tenants and all occupants, **effective at 1:00 p.m. on June 25, 2014.**

#### Conclusion

I find the Tenants have breached the Act and the Landlord is entitled to an early end of the tenancy.

I grant the Landlord an order of possession effective at **1:00 p.m. June 25, 2014.** This order may be enforced in the British Columbia Supreme Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 23, 2014

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Residential Tenancy Branch

