



# Dispute Resolution Services

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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 requested an early end of tenancy, an Order of possession and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord attended the hearing at the scheduled start time and was affirmed. Service of the hearing documents and 22 pages of evidence were established.

Twenty-three minutes into the hearing the tenant entered the conference call. At this point the tenant was affirmed and introduced to the landlord. The tenant was provided with a summary of the testimony provided to that point; although much of the testimony had been in relation to service and evidence issues. The tenant was also given a summary of the application made by the landlord and her right to respond once the landlord completed her testimony. Both parties were given an opportunity to be heard and were able to ask questions about the hearing process.

The tenant confirmed receipt of the hearing documents and the initial 22 pages of evidence but did not have them with her. The tenant said she has applied to cancel the Notices ending tenancy issued by the landlord. A hearing has been scheduled.

### Preliminary Matters

On June 15, 2015 the landlord applied for dispute resolution requesting, among other things, an Order of possession based on cause and unpaid rent. This is the first time the landlord has rented a unit and was not aware they could request an early end of tenancy. The next day the landlords' application was amended to request an early end of tenancy. The balance of the items included on the application was withdrawn, with the exception of the filing fee.

The landlord served the Residential Tenancy Branch (RTB) and tenant with an additional 14 pages of evidence on July 14, 2015. Evidence must be given to the party and RTB on the date an application for an early end of tenancy is made, therefore, that evidence was set aside.

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

The tenancy commenced when the tenant took possession of the unit on April 16, 2015. Rent is \$1,200.00 due on the first day of each month. A tenancy agreement was signed.

The rental unit is in a multi-unit strata building. Units in the building are occupied by owners and tenants.

The landlord lives in another province. The landlord said that she works for the RCMP as a civilian member and cannot tolerate any illegal activity in the rental unit.

Almost immediately after the tenancy began the landlord began to receive calls from neighbours about the number of people coming and going from the rental unit. A neighbour told the landlord the lock on the unit had been changed; it was a different colour from those installed by the strata. The landlord talked with the tenant who said the lock had been loose.

The landlord described a number of issues with the tenant. Notices to end tenancy have been served to the tenant.

The landlord's witness, a police officer with the RCMP, testified that on May 28, 2015 a search warrant was executed at the tenants' rental unit as the result of an on-going investigation. The door to the unit had to be breached by the police and their weapons were drawn. The warrant was based on allegations of drugs. Several people were at the unit when the police entered. The tenant arrived while the police were present and she was arrested.

The police seized a number of exhibits from the rental unit including property that had been reported stolen by the tenant's previous landlord. Drugs and drug paraphernalia were located in the unit.

The officer testified that there were young neighbouring children who witnessed the police enter the unit. The officer said the children were traumatized by seeing the police.

The tenant is now facing charges and has an upcoming court date. The officer said that the investigation is on-going.

The tenant said that since this incident she has taken steps to make sure no other problems occur. The tenant did not dispute another police call was required to the unit on June 8, 2015. The tenant confirmed she and a male were having a disagreement at the rental unit. The police attended as the result of a call made by a neighbour.

The tenant said that everything the landlord says is lies; in fact the tenant has not been given the key fob to the building and has difficulty entering the property. The tenant said she could obtain letters from neighbours attesting to her good behaviour and the fact that they do not wish to see her leave.

The tenant said the landlord will not accept rent payments. I pointed out the landlords' address that is on the application and suggested the tenant could mail the landlord rent that is owed.

### Analysis

In order to establish grounds to end the tenancy early, the landlord must not only establish that there is 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 the landlords' witness, I find that the landlord has met that burden.

It is not for me to determine whether the actions of the tenant contravene the *Criminal Code* but to assess whether the behaviour has or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, or jeopardize a lawful right of or interest of an occupant or the landlord.

I have based this decision on what I find was reliable testimony provided by the landlord's witness. The witness is a police officer who is involved in the on-going investigation that resulted in execution of a search warrant and the arrest of the tenant. The tenant did not dispute the witness testimony other than to say details will be presented at Court.

When police enter a rental unit with guns drawn it is reasonable to come to the conclusion that the potential of harm to innocent bystanders is possible. I find that the presence of children nearby, while the police entered the property with guns drawn is particularly disturbing. Further, when the police entered the unit they had to force the door to the unit; causing damage to the landlord's property.

I find that there is sufficient evidence before me to establish that the tenant and/or her guests were responsible for illegal activity in the rental unit. I also find that this illegal activity resulted in damage to the rental unit door and placed the landlord's lawful right

or interest in jeopardy. A landlord cannot stand by and tolerate the execution of search warrants in a rental property where the safety of others could be placed in jeopardy.

Secondly, in the circumstances I find that it would be unreasonable and unfair to require the landlord to wait for a notice to end the tenancy under s. 47 to take effect. The tenant said she is no longer allowing people into her unit who are troublesome, but after the warrant was executed police attendance was again required. I find, on the balance of probabilities, that the landlord cannot have any confidence that her rights may not be further placed in jeopardy by the actions of the tenant. I find and it would be unfair and unreasonable for the landlord to wait for a Notice ending tenancy to take effect.

Therefore I find that the landlord is entitled to an Order of possession.

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.

As the application has merit I find that the landlord is entitled to recover the \$50.00 filing fee from the tenant. The fee may be deducted from any security or pet deposit held in trust by the landlord.

The landlord is entitled to a monetary Order in the sum of \$50.00 In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court. This Order is not enforceable should the landlord deduct the filing fee cost from a deposit.

### Conclusion

The landlord is entitled to an Order of possession.

The landlord is entitled to filing fee costs.

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 *Residential Tenancy Act*.

Dated: July 16, 2015

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Residential Tenancy Branch

