



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 683709 B.C.B LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened as the result of the landlords' application for dispute resolution under the Residential Tenancy Act ("Act"). The landlords applied for an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act and for recovery of the filing fee paid for this application.

The listed landlord and the landlord's agent attended; the tenants did not attend the hearing.

The landlord submitted that they served the tenants with their application for dispute resolution and notice of hearing by registered mail on October 15, 2015. Additionally, the landlord's agent submitted that he reaffirmed with each tenant the hearing date, time, and dial-in codes for this hearing.

Based upon the submissions of the landlords, I accept the tenants were served notice of this hearing and the landlords' application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord and the landlord's agent were provided the opportunity to present their evidence orally, to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Should the tenancy end early and an Order of Possession be granted to the landlord?

Background and Evidence

The landlord submitted that this tenancy commenced on August 26, 2014. The rental unit in question is a stand-alone unit within a 6 rental unit single building, according to the landlord, with three connecting units on the ground level floor and three connecting units on the upper floor.

The landlord's agent and the landlord presented evidence that the tenants have put the landlord's property at significant risk, engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of the landlord, and caused extraordinary damage to the residential property.

In support of their application, the landlord's agent and the landlord submitted that in the month of September 2015, police raided the residential property due to heavy drug use and distribution by all the occupants of the residential property, including the rental unit in question here. According to the landlord's agent, the residential property with all 6 units is known as a distribution centre for illegal drug trafficking and prostitution.

The landlord's agent and the landlord submitted that this rental unit in question has suffered extraordinary damage at the hands of the tenants as they have cut or allowed to be cut a significant hole in a wall between their rental unit and the adjoining tenants' rental unit. The landlord's agent submitted that the hole in the wall allowed access to the rental unit, as it was big enough for persons to pass through and for drugs to be exchanged for dealing purposes. I note that the landlord's agent has witnessed the hole in the wall and an inordinate amount of unknown people in the rental unit at any given time.

According to the landlord's agent, he has witnessed an extraordinary amount of traffic in and out of the rental unit, at all hours of the day and night, for the purpose of purchasing illegal drugs and for prostitution on the premises.

The landlord and the landlord's agent submitted that they have witnessed drug needles scattered about the rental unit and that one of these tenants approached the landlord with a needle in his hand, threatening and intimidating the landlord. The landlord submitted that she has been informed by the police to stay away from the property until the tenants have been removed.

The landlord's agent submitted that electric power to 5 of the 6 units has been disconnected, and that those 5 units, which includes this unit, are now sharing power with the connected rental unit, by way of extension cords running through the building.

The landlord's agent submitted further that the local fire department has removed the extension cords, but are quickly replaced, and have warned the landlords to have the tenants removed, due to the extreme fire hazard caused by the use of the shared power through extension cords. According to the landlord's agent, the fire department has taken the unusual measure of placing smoke alarms in the rental units in order to reduce the risk to the safety of the occupants.

The landlord's agent and the landlord submitted that the residential property could erupt in flames at any time because of the fire hazard, and due to the heavy drug use by the tenants and their unauthorized occupants, it would be quite possible they and their numerous occupants would sleep through the fire.

The landlord submitted that an immediate eviction is the only way to deal with the imminent threat to the structure and safety of all tenants and occupants.

Analysis

Section 56 of the Act allows a tenancy to be ended early without waiting for the effective date of a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") if there is evidence that a tenant has breached their obligations under the tenancy agreement or Act and it would be unreasonable or unfair to wait for the effective date of a 1 Month Notice.

Based on a balance of probabilities, I accept the landlord's undisputed evidence and I find that the tenants have significantly breached the tenancy agreement and the Act. I find the undisputed evidence shows that the tenants have caused extraordinary damage to the residential property with the cutting of a significant wall between their rental unit and the adjoining rental unit, big enough for a person to go back and forth between the two units.

I further find the landlords' undisputed evidence shows that the tenants have engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of the landlord by the distribution of illegal controlled substances, resulting in police raids on the home.

I further accept the landlords' undisputed evidence and find that the tenants have put the landlords' property at significant risk by drawing electrical power from another rental unit by way of an extension cord, creating an extreme fire hazard to the residential property.

Based on these conclusions, I find that the landlords have established sufficient cause to end this tenancy.

I am also convinced through the landlords' undisputed evidence as noted above, to prevent further extraordinary damage, that it would be unreasonable and unfair to the landlords to wait for the 1 Month Notice to take effect. I grant therefore the landlords' application to end this tenancy early.

I therefore find that the landlords are entitled to and I grant an order of possession for the rental unit effective 2 days after service of the order upon the tenants. The order of possession for the rental unit is included with the landlords' Decision. Should the tenants fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

I additionally find the landlords are entitled to recovery of their filing fee of \$50.00 paid for their application pursuant to section 72(1) of the Act, due to their application being granted.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$50.00.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

Alternatively, if the landlords so choose, they may deduct \$50.00 from any security deposit held in satisfaction of their monetary award, and the monetary order granted would be of no force or effect.

Conclusion

The landlords' application has been granted and they are issued an order of possession for the rental unit effective 2 days after service of the order on the tenants and a monetary award of \$50.00.

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: November 4, 2015

Residential Tenancy Branch

